

**City of Holly Hill, Florida
City Commission
Agenda | October 14, 2025**

City Commission Chamber

**Regular City Commission & CRA
Meeting**

6:00 PM

**City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117**

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 3 - Commissioner
Jeffrey DeLanoy

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

City Manager
Joseph Forte

City Clerk
Valerie Manning

1. Call to Order

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

2. Recess the CC meeting & Convene as the CRA**3. CRA Agenda Item(s)**

1. 2025-R-81 - Overhead to Underground Phase 3 ITS Relocation - CRA
2. 2025-R-82 - Overhead to Underground Phase 3 Electrical Service Conversions - CRA

4. Adjourn as the CRA & Reconvene the CC meeting**5. Presentations**

1. Proclamation - Volusia Young Marines - National Red Ribbon Week
2. Proclamation - Domestic Violence Month - October 2025

6. Public Comments

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

7. Approval of Minutes

1. Minutes - September 16, 2025, Workshop - Evaluation Appraisal Review (EAR)
2. Minutes - September 23, 2025 - Regular City Commission & Second PH on FY25-26 Budget
3. Minutes - September 23, 2025 - FEMA Workshop

8. Consent Agenda

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. 2025-R-83 - Piggyback Truist Banking Services
2. Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2026 - December 31, 2026
3. First Amendment to the Interlocal Agreement for Operational Assistance and Voluntary

Cooperation for Animal Control Services

9. Regular Agenda

1. 2025-R-84 - Overhead to Underground Phase 3 Electrical Service Conversions
2. 2025-R-85 - Overhead to Underground Phase 3 ITS Relocation
3. 2025-R-86 - Police Department Vehicle Purchase FY25-26 - Interceptors
4. 2025-R-87 - ABC Express Lawn Care - Landscape Maintenance - Change Order
5. 2025-R-88 - Police Pension Board of Trustees - Board Appointment

10. Public Hearings

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. FIRST READING - 2025-O-3092 - Comprehensive Plan Evaluation and Appraisal (EAR) Amendments

11. Communications

- a. City Manager Comments
- b. City Attorney Comments
- c. Mayor Comments
- d. City Commission Comments

12. 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 3 days prior to the proceedings.
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ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-81 - Overhead to Underground Phase 3 ITS Relocation - CRA

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - FDOT Agreement BEG78
2. Exhibit B - ACS Proposal
3. Exhibit C - Purchasing Policy 2.39

DISCUSSION:

On April 22, 2025, the Community Redevelopment Agency of the City of Holly Hill awarded a contract for the proofing of underground conduit to Advanced Cabling Solutions, Inc. as part of the overhead to underground utility conversion project. With the proofing of the conduit completed, the relocation and undergrounding of Intelligent Transport System (ITS) facilities for phase 3 of the undergrounding project between Walker Street and the north city limits is needed. ITS provides for communications between traffic control systems.

In order to ensure a competitive cost and a reputable contractor, staff recommend that the City piggyback a Florida Department of Transportation (FDOT) contract with Advanced Cabling Solutions, Inc., (ACS) to provide this work. FDOT agreement BEG78 with ACS is attached as “Exhibit A”.

The city solicited a proposal from ACS to complete the relocation and undergrounding of ITS from Walker Street to the north city limits. The itemized cost in the proposal is consistent with FDOT agreement BEG78. The cost of the proposal is \$266,813.79 and is included as “Exhibit B”.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities’ Contracts.

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

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

Section 2.39 of the City’s Purchasing Policy is included under “Exhibit C”.

FISCAL ANALYSIS:

\$990,000 has been allocated in the fiscal year 2025-2026 budget under general ledger account 139-8110-580-6300 for the construction of the Overhead to Underground Conversion project with \$170,000 anticipated to be used for the electrical service conversions. An additional \$110,000 was adopted in general ledger account 139-8110-580-6300 to allow for market fluctuations and contingencies. Accordingly, there are adequate funds budgeted for the ITS relocation portion of the overhead to underground conversion project phase 3.

STAFF RECOMMENDATION:

That the Community Redevelopment Agency of the City of Holly Hill approve the piggyback of FDOT Contract # BEG78 with Advanced Cabling Systems, award the agreement to relocate ITS facilities at a cost of \$266,813.79 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

THAT THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL APPROVE THE PIGGYBACK OF FDOT CONTRACT # BEG78 WITH ADVANCED CABLING SYSTEMS, AWARD THE AGREEMENT TO RELOCATE ITS FACILITIES AT A COST OF \$266,813.79 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT375-040-19
PROCUREMENT
OGC – 10/23
Page 1 of 10

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

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

1. SERVICES AND PERFORMANCE

- A. In connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

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

2. TERM

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

- ☒ Services shall commence upon receipt of an executed Task Work Order and shall be completed by end date identified on the Task Work Order or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

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

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

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any

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

- K For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:
- (1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.
 - (2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- ☐ No general liability insurance is required.
- ☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- ☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

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

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

☒ No Bond is required.

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

E. CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

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

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendorlist.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
- ☒ The following provision is not applicable to this Agreement:
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
- ☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:
- RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:
- PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459
- ☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to

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

3. shall adhere to requirements in section 448.095, Florida Statutes.
- K Time is of the essence as to each and every obligation under this Agreement.
- L The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Bid Price Proposal
Appendix I
PUR 1000 and 1001
- M Other Provisions:

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

Advanced Cabling Solutions, Inc.

Name of Vendor

DocuSigned by:
BY: R. David Muniz
Authorized Signature

R. David Muniz

(Print/Type)

Title: Secretary/Treasurer

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

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

Charles M. Heffinger, Jr., P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
Michelle Sloan
Procurement Office

LEGAL REVIEW

DocuSigned by:
Ryan Muller
A5148259631D422...

ITS MAINTENANCE SCOPE OF SERVICES
District 5

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



CONTRACT NUMBER: BEG78
District-Wide Intelligent Transportation Systems (ITS)
Maintenance Services for District Five

RFP-DOT-24-5004-ITS

FINANCIAL PROJECT ID: 245316-1-72-19

Exhibit “A”
Scope of Services

ITS MAINTENANCE SCOPE OF SERVICES

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1 OBJECTIVE

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

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

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

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

1.1 Item Additions and Deletions

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

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

2 KEY TO ACRONYMS AND ABBREVIATIONS

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

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OSHA – Occupational Safety and Health Administration

OTDR – Optical Time Domain Reflectometer

PM – Preventive Maintenance

RMA – Return Material/Merchandise Authorization

RSU – Road Side Unit

RTMC – Regional Transportation Management Center

RWIS – Road Weather Information System

SLERS – State Law Enforcement Radio System

SOP – Standard Operating Procedure

SOS – Scope of Services

SUE – Subsurface Utility Engineering

TMC – Transportation Management Center

TWO – Task Work Order

UPS – Uninterruptable power supplies

US – United States

VDS – Vehicle Detection System

WWD - Wrong Way Driving Countermeasures System

3 USE OF APPROVED PRODUCTS

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

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

4 SERVICES TO BE PROVIDED

4.1 Overview of Maintenance Services Required

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

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

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

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

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

4.1.1 Applicable Specifications and Standards

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

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

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

4.1.2 Scheduled Maintenance Services

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

4.1.2.1 Scheduled Preventive Maintenance Services

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

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

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

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

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

4.1.2.1.1 *Device Site Deficiencies*

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

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

4.1.2.1.2 Compensation for Preventive Maintenance Services

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

4.1.2.2 Other Maintenance Services

4.1.2.2.1 Medium/Large Tree Trimming

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

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

4.1.2.2.2 Wrong Way Driving Countermeasures System (WWD)

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

4.1.2.2.3 Wrong Way Driving Repairs

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

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

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- *Wireless Transmitters*
- *All power and communications infrastructure and cabling.*

4.1.2.2.4 Daytime Wrong Way Driving System Annual Preventative Maintenance

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

- *Inspect the condition of the Wrong Way signs and verify reflectivity of the sign panels.*
- *Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).*
- *Perform Mechanical checks as shown on the Maintenance Plan.*
- *Measure and record line AC and DC voltages.*
- *Validate incoming detection radar, laser or thermal outputs are functioning via the vendor software.*
- *Validate Detection of Right-Way traffic on incoming radar, laser, or thermal detector.*
- *Validate outgoing radar, laser or thermal outputs are functioning via the vendor software.*
- *Validate detection of Right-Way traffic on outgoing radar, laser, or thermal detector.*
- *Test camera detection and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.*
- *Perform sign activation Push-button test to verify functionality of signs.*
- *Perform Wrong Way Push-button test to verify Wrong Way alerting in Blinklink (or applicable alternative).*
- *See Manufacturer recommendations for comprehensive list of daytime preventative maintenance tasks to be performed.*

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

4.1.2.2.5 Nighttime Wrong Way Driving System Annual Preventative Maintenance

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

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

4.1.2.3 Non-Scheduled Maintenance and Repairs

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

1. Field repair or replacement of ancillary parts or equipment for any ITS device;
2. Resetting DMSs;
3. Resetting and focusing CCTV lenses;
4. Resetting VDS controllers;
5. Configuring or repairing the communications network, including switches and terminal servers;
6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;
7. Testing fiber optic cable (FOC) for optical budget requirements; and 8. Repairing damage caused by vandalism or accidents.

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

4.1.3 Diagnostics and Troubleshooting Services

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

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

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

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

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

4.1.4 Repair Services

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

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

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

4.1.4.1 Field Site Repair

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

1. Minor Repair

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

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

2. Major Repair

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

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

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

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

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

3. Warranty Repair

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

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

4.1.4.2 Repairs using Spare Parts

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

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

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

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

4.1.4.3 Equipment Replacement

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

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4.1.4.4 Verification of Repair

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

4.1.5 Emergency Repair Services

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

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

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

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

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4.1.5 Asset and Device Inventory Logs

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

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

4.2 Control of Materials

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

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

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

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

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

4.2.1 Device Inventory

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

4.2.1.1 Existing Field Site Device Inventory

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

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

4.2.2 Facilities Management System

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

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

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

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

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

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

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

4.2.3 Utility Locating Services

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

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

4.3 General requirements for execution of work

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

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

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

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

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

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

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

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

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

4.3.1 Scheduling and Execution of Work

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

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

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

4.3.2 Mobilization

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

4.3.3 Maintenance of Traffic

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

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

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

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

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

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

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

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

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

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

4.3.4 Warranty for Vendor Services and Materials

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

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

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

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

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DEPARTMENT'S Project Manager shall have the right to determine which course of correction must be taken.

Upon completion of a repair, the VENDOR shall warranty their work for a period of 90 calendar days from the date of acceptance by the DEPARTMENT. The VENDOR shall transfer manufacturer's warranties for parts and materials to the DEPARTMENT.

4.3.5 Lost, Stolen, or Damaged Department Owned Resources

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

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

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

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

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

4.4.1 Standard Hours of Operation

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

4.4.2 On-call Responsibilities

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

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4.5 Security and Safety Requirements

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

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

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

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

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

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

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

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

4.6 License and Insurance Qualifications

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

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

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

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4.7 Location of the work

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

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

4.7.1 Field Sites

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

4.8 Required Qualifications

4.8.1 Staffing Requirements

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

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

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

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

4.8.1.1 Maintenance Staff Location and Availability

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

4.8.1.2 Position Descriptions

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

ITS Project Manager

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

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

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

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Coordinator/Administrative Assistant

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

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

ITS Maintenance Technician(s)

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

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

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

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

Electrician(s)

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

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

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

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

Utility Technician(s)

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

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

Fiber Technician(s)

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

Entry Level Traffic Signal Technician(s)

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

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

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

- Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.
- Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.
- Has a basic understanding of devices and traffic signal cabinet equipment operation; conducts periodic preventative maintenance as required.
- Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary.
- Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed.
- Capable of reading diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices.
- Assists with performing field and bench testing procedures on a variety of traffic signal cabinet equipment; assists with testing, troubleshooting, and repairing equipment to component level of micro processing system.
- Assist with repairs and connection of intercommunication cable and related equipment
- Assists with performing the installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations.
- Documents work performed on all traffic signal equipment and devices and daily activities
- Performs other tasks as assigned

Traffic Signal Technician(s)

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

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

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

- Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.
- Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment
- Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required
- Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary
- Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed
- Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices
- Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment
- Assist with repairs and connection of intercommunication cable and related equipment
- Assists with troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration
- Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations

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- Documents work performed on all traffic signal equipment and devices and daily activities
- Performs other tasks as assigned

Lead Traffic Signal Technician(s)

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

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

- Installs, configures, maintains and troubleshoots a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.
- Troubleshoots malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.
- Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required
- Monitors traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective system operation;
- Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; performs emergency repairs as needed.
- Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required.
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices; makes corrections to schematics and plan sets as required.
- Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment.

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- Provides repairs and connection of intercommunication cable and related equipment under the direct supervision on the ITS Project Manager
- Provides knowledge and troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration;
- Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations;
- Documents work performed on all traffic signal equipment and devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT

4.8.1.3 General Appearance and Conduct

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

Uniforms

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

4.8.1.4 Training

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

4.8.2 Personnel Vetting

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

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4.8.2.1 Background Check

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

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

4.8.2.2 Criminal Record Check

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

4.8.2.3 Drug-Free Workplace Certification

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

4.9 Materials to be Furnished

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

4.9.1 Vendor Facilities

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

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

4.9.2 RTMC Devices, Field Devices, and other Hardware

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

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

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

4.9.3 Software

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

4.9.4 Incidental Materials

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

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4.9.5 Equipment, Machinery, Tools, and Vehicles

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9.5.1 Control of Equipment

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

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

4.10 Criteria for Performance Evaluation (Performance Measures)

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

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

4.10.1 Staff Performance

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

4.10.2 Availability

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

4.10.2.1 Staff Availability

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

4.10.2.2 Response Times

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

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

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Work Priority	Description
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. For signal repairs stuck pedestrian buttons or critical detection failure. Also included is any other response deemed urgent by the DEPARTMENT'S Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the DEPARTMENT'S Project Manager.
ROUTINE	All other calls.
Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365) to site.
URGENT	En-route in 3 hours (24x7x365) to site.
PRIORITY	En-route 6 Hours (24x7x365) to site.
ROUTINE	Next Business Day (DOT Holidays Excluded)

4.10.3 Repair Times

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

5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

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

5.1 Contract Management

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

5.2 Coordination

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

5.3 Access to Facilities

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

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5.4 Spare Parts and incidental materials

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

6 Contract Monitoring/Progress Reporting/Coordination

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

6.1 Status Reports

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

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

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

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

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

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

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

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

6.1.1 Bi-Weekly Report and Status Meetings

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

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

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- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory;
- Preventive Maintenance Schedule/Progress
- Generator Status
- Warranty Period Remaining Evaluation
- ITSFM, NOEMI, NJUNS, SIIA Status
- General notes.

6.2 Transition Plan

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

6.3 Project Management Plan

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

6.4 Standard Operating Procedures

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

7 SUBMITTALS/DELIVERABLES

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

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7.1 Estimates

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

7.2 Replacement Equipment Submittal

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

7.3 Maintenance Documentation

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

7.3.1 Maintenance Checklists

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

7.3.2 Maintenance Logs

All maintenance activities shall be logged in the MIMS Ticket.

7.3.3 As-Built Plans

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

8 WORK AUTHORIZATION AND COMPENSATION

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

9 FINANCIAL CONSEQUENCES

9.1 Liquidated Damages

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

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

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

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

9.2 Other Financial Consequences

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

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

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

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

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

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

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

9.3 Invoice Payment Reductions

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

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EXHIBIT "B" **METHOD OF COMPENSATION**

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

RFP-DOT-24-5004-ITS

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

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

3.0 COMPENSATION:

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

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

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

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

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

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

5.0 DETAILS OF UNIT PRICES

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

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

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

6.0 PROGRESS PAYMENTS:

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

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

Invoices shall be submitted to: Florida Department of Transportation

Attn: Lorena Cucek

4975 Wilson Road

Sanford, Florida 32771

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

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

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

7.0 REIMBURSEMENT FOR MANUFACTURER REPAIRS/PARTS

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

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

8.0) DAMAGE CAUSED BY VEHICLE CRASHES

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

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

9.0 FINANCIAL CONSEQUENCES

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

10.0 TANGIBLE PERSONAL PROPERTY:

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

Exhibit "C"
PRICE PROPOSAL FORM

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

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

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

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

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

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

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

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

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

MFMP Transaction Fee:

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

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

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

Proposer: ADVANCED CABLING Solutions FEID # 59-3511800 ☐

Address: 201 Recca Way Suite 1431 City, State, Zip Chassolberry FL 32707 ☐

Authorized Signature: R. David Muniz Date: 12.14.23 ☐

Printed / Typed: R-DAVID MUNIZ Title: SECRETARY/TREASURER ☐

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**CONTRACT #:** BEG78

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

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises ("DBE"): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

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

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation's Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

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

- P. The Contractor hereby certifies that it has not:

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

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

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

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

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

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

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

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

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

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

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

**State of Florida
PUR 1000
General Contract Conditions**

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

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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

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

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

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

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

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

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**State of Florida
PUR 1001
General Instructions to Respondents**

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

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

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

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

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

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

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

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

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

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

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

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

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



201 Reece Way Suite 1431, Casselberry, FL 32707
ITS MAINTENANCE CONTRACT Agreement No. BEG78

To: City of Holly Hill
 Attn: Dave King
 Description Of Work: ITS Phase 3 Holly Hill FOC Walker to Calle Grande
 Tel: 386-337-3273
 E-Mail: David.King@meadhunt.com

No: 092525
 Date: September 25, 2025

Quotation by: Luis Roman
 Phone: 407-339-6636
 Fax: 407-339-3822

Item	Bid Item	Description	U/M	Est Qty	Unit Price(\$)	Est. Cost
	A300-5	ITS MAINTENANCE TECH (FOR PAY ITEM 684-1-1, 2 - MFES @ 50hrs ea.)	HR	100	\$93.18	\$9,318.00
	A300-6	ELECTRICIAN (FOR 633-6 @ 2hrs. PER DAY)	HR	180	\$107.89	\$19,420.20
	A300-11	LEAD TRAFFIC SIGNAL TECHNICIAN (For 611-11, 611-2-1)	HR	80	\$93.22	\$7,457.60
	A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1 (FOR MOBILIZATION)	DAY	30	\$1,086.87	\$32,606.10
	A102-1-2	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 2 (FOR 783-7-7)	DAY	2	\$1,459.31	\$2,918.62
	A102-1-3	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 3 (FOR 102-1, 102-60, 102-74-1)	DAY	21	\$2,146.84	\$45,083.64
	A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5 (FOR SIDEWALK REPAIR)	DAY	4	\$793.12	\$3,172.48
	630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	561	\$11.28	\$6,328.08
	630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LF	1,430	\$23.49	\$33,590.70
	630-2-13	CONDUIT, F&I, ABOVEGROUND (FOR 630-2-14)	LF	33	\$30.00	\$990.00
	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	LF	33	\$2.41	\$79.53
	633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	LF	7,095	\$2.99	\$21,214.05
	633-1-123B	FIBER OPTIC CABLE, F&I, UNDERGROUND, 96 FIBERS SM (FOR 633-1-122, HYBRID 24/12)	LF	4,565	\$3.08	\$14,060.20
	633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	2,464	\$2.23	\$5,494.72
	633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND (FOR PAY ITEM 633-1-610)	LF	6,204	\$1.98	\$12,283.92
	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	168	\$45.59	\$7,659.12
	633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	EA	3	\$1,568.00	\$4,704.00
	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	9	\$48.00	\$432.00
	633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	EA	24	\$36.87	\$884.88
	633-3-16A	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	EA	1	\$1,984.24	\$1,984.24
	633-3-16C	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72 (FOR PAY ITEM 670-5-400, 676-1-500)	EA	1	\$6,471.79	\$6,471.79
	633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	1	\$136.87	\$136.87
	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" X 24" COVER	EA	4	\$2,486.76	\$9,947.04
	635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3	\$3,638.97	\$10,916.91
	635-2-40	PULL & SPLICE BOX, RELOCATE	EA	3	\$1,276.09	\$3,828.27
	635-2-50	PULL & SPLICE BOX, REPAIR (FOR 635-2-12 COVER ONLY)	EA	9	\$647.87	\$5,830.83

Total = \$266,813.79

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by a Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

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 386-248-6441, CITYCLERK@HOLLYHILLFL.ORG, 1065 RIDGEWOOD AVE., HOLLY HILL, FL 32117.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES’ CONTRACTS

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

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-82 - Overhead to Underground Phase 3 Electrical Service Conversions - CRA

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - US1 Undergrounding Electrical Service Conversions Phase III ITB
2. Exhibit B - US1 Undergrounding Electrical Service Conversions Phase III Addendum 1
3. Exhibit C - US1 Undergrounding Electrical Service Conversions Phase III Plans
4. Exhibit D - Carter Electric Bid Submittal
5. Exhibit E - Recommendation of Award

DISCUSSION:

The Community Redevelopment Agency of the City of Holly Hill broadcast an Invitation for Bid to provide for the conversion of thirty-four (34) existing commercial electrical services from overhead to underground as part of the City's US1 Utility Overhead to Underground, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City paying for permit fees), and the restoration of existing features/improvements. The Invitation to Bid, Addendum 1 and accompanying plans are included as Exhibits 'A', 'B' and 'C' respectively.

A bid opening was held on September 15, 2025 for this project. One bid was received for this project from Carter Electric Company with a cost proposal of \$597,993.50. The bid received from Carter Electric Company is included as Exhibit 'D'.

The bid submitted was reviewed by the engineer of record, Mead & Hunt. They found that the bid is less than the estimated construction cost and is in line with other recent electrical service conversion bids in the area. Further, both the Community Redevelopment Agency and Engineer have worked with Carter Electric in the past and consider them to be a contractor in good standing. The recommendation of award from the engineer of record is included as Exhibit 'E'.

FINANCIAL ANALYSIS:

\$990,000 has been allocated in the fiscal year 2025-2026 budget under general ledger account 139 8110-580-6300 for the construction of the Overhead to Underground Conversion project with \$700,000 anticipated to be used for the electrical service conversions.

STAFF RECOMMENDATION:

Approve an agreement with Carter Electric Company to provide the electrical service conversions for the phase 3 Overhead to Underground Conversion Project at a cost of \$597,993.50 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention

MOTION:

APPROVE AN AGREEMENT WITH CARTER ELECTRIC COMPANY TO PROVIDE THE ELECTRICAL SERVICE CONVERSIONS FOR THE PHASE 3 OVERHEAD TO UNDERGROUND CONVERSION PROJECT AT A COST OF \$597,993.50 AND

AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH CARTER ELECTRIC COMPANY TO PROVIDE THE ELECTRICAL SERVICE CONVERSIONS FOR THE PHASE 3 OVERHEAD TO UNDERGROUND UTILITY CONVERSION PROJECT AT A COST OF \$597,993.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the conversion of electrical services for commercial customers is required as a part of the overhead to underground project; and

WHEREAS, the city broadcast an invitation to bid for this project and received one bid on September 15, 2025 from Carter Electric in the amount of \$597,993.50; and

WHEREAS, the engineer of record reviewed the bid received and found the cost to be reasonable and less than the engineer's estimate; and

WHEREAS, Carter Electric has performed successful work with the city in the past and is considered a contractor in good standing.

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

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill approve an agreement with Carter Electric Company to provide the electrical service conversions for the Phase 3 Overhead to Underground Utility Conversion Project at a cost of \$597,993.50 and authorize the City Manager to execute the same.

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

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

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

PROJECT MANUAL

US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS Bid Set

ITB NO. 26ST01

Mead & Hunt, Inc.
Project # 1000710-171304.05



Prepared for:
City of Holly Hill

July 2025

Mead&Hunt

4401 Eastport Parkway
Port Orange, FL 32127
Phone: 386-761-6810
www.meadhunt.com

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INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
US1 UNDERGROUNDING PHASE 3 -
ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until September 15, 2025, 10:00 AM** 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 on, **August 25, 2025 at 10:00 AM**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work: Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

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 September 8, 2025.

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:

**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01**

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

SECTION 00 01 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

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, Inc., and entitled,

“US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS”.

- B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

- A. 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

- A. 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 00300-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

- A. 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:
 - 1. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
 - 2. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
 - 3. 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.
- B. 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

- A. 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.
- B. 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

- A. The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under

these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

- A. 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.
- B. 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 00310, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00300, Proposal.
- C. 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.
- D. 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 00310 with each bid. The bid may be considered non-responsive without this form.
- E. 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

- A. 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 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

- A. 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 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

- A. 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

- A. During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and

become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

1.14 SCOPE OF WORK

- A. 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.
- B. 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

- A. One (1) original, four (4) copies, and one (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

1.16 AWARD AND EXECUTION OF CONTRACT

- A. 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.
- B. 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 00100.
- C. 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.
- D. 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

- A. The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.18 SURETY BONDS

- A. 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 00100, 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.
- B. 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 evidence to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.
- 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

- A. 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.
- B. 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

- A. 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

- A. The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or 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

SECTION 00 03 00
PROPOSAL
FOR

CITY OF HOLLY HILL
US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS
(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.

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 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **“US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS”**, 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 00310” attached and made a part of this Bid. **The bid total is:**

Base Bid:

(In Words)

Dollars \$_____ (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. 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 **180 days** and 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 that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the 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.

1.02 SUPPLEMENTAL REQUIREMENTS

- A. The following documents are attached to and/or made a condition of this bid:
1. Schedule of Unit Prices: Section 00 03 10
 2. Statement of Bidder's Qualifications: 00 03 20
 3. Listing of Subcontractors: Section 00 03 30
 4. Listing of Previous Experience: Section 00 03 31
 5. Bid Bond: Section 00 04 10
 6. Public Entity Crimes Statement: Section 00 04 70
 7. Anti-Collusion Statement: Section 00 04 80
 8. Drug Free/Tie Preference Statement: Section 00 04 85
 9. Compliance with the Public Records Law: Section 00 48 60
 10. W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
 11. Affidavit of E-Verify Requirements Compliance: Section 00 48 80
 12. Trench Safety Affidavit: Section 00 04 90
 13. Certificate as to Corporate Principal: Section 00 06 20
 14. City of Holly Hill Insurance Requirements: Section 00 08 00A

1.03 REQUIRED DISCLOSURE

- A. 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.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
_____ or Bid Bond for the sum of
_____ Dollars (_____),
made payable to _____ (Owner).

(Name of Bidder) (Affix Seal)

(Signature of Officer)

(Title of Officer)

Name of Bidder

Address

City/State/Zip

Telephone

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals,
are as follows:

END OF SECTION

SECTION 00 03 10
US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS
SCHEDULE OF UNIT PRICES
ITB NO. 26ST01

Item	Description	ID #	Qty.	Unit	Unit Cost	Cost
A	Electrical Service Conversions					
1	1331 Ridgewood Ave., Holly Hill, FL 32117	E-0058	1	LS		
2	1335 Ridgewood Ave., Holly Hill, FL 32117	E-0059	1	LS		
3	1341 Ridgewood Ave., Holly Hill, FL 32117	E-0060	1	LS		
4	1349 Ridgewood Ave., Holly Hill, FL 32117	E-0063	1	LS		
5	1369 Ridgewood Ave., Holly Hill, FL 32117	E-0064	1	LS		
6	1400 Ridgewood Ave., Holly Hill, FL 32117	E-0079	1	LS		
7	1410 Ridgewood Ave., Holly Hill, FL 32117	E-0080	1	LS		
8	1415 Ridgewood Ave., Holly Hill, FL 32117	E-0066	1	LS		
9	1422 Ridgewood Ave., Holly Hill, FL 32117	E-0081	1	LS		
10	1424 Ridgewood Ave., Holly Hill, FL 32117	E-0081(A)	1	LS		
11	1500 Ridgewood Ave., Holly Hill, FL 32117	E-0082	1	LS		
12	1510 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS		
13	1515 Ridgewood Ave., Holly Hill, FL 32117	E-0070	1	LS		
14	1518 Ridgewood Ave., Holly Hill, FL 32117	E-0084	1	LS		
15	1533 Ridgewood Ave., Holly Hill, FL 32117	E-0076	1	LS		
16	1543 Ridgewood Ave., Holly Hill, FL 32117	E-0078	1	LS		
17	Flomich Traffic Signal	N/A	1	LS		
18	1630 Ridgewood Ave., Holly Hill, FL 32117	W-0090	1	LS		
19	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091	1	LS		
20	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091(A)	1	LS		
21	1668/1670 Ridgewood Ave., Holly Hill, FL 32117	W-0092/0093	1	LS		
22	1674 Ridgewood Ave., Holly Hill, FL 32117	W-0094	1	LS		
23	1678 Ridgewood Ave., Holly Hill, FL 32117	W-0095	1	LS		
24	1680 Ridgewood Ave., Holly Hill, FL 32117	W-0096	1	LS		
25	1684 Ridgewood Ave., Holly Hill, FL 32117	W-0098	1	LS		
26	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099	1	LS		
27	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(A)	1	LS		
28	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(B)	1	LS		
29	1700 Ridgewood Ave., Holly Hill, FL 32117	W-0100	1	LS		
30	1701 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS		
31	1722 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS		
32	1808 Ridgewood Ave., Holly Hill, FL 32117	W-0105	1	LS		
33	Calle Grande Traffic Signal	N/A	1	LS		
34	1850 Ridgewood Ave., Holly Hill, FL 32117	W-0108	1	LS		

B	Additional/Deleted Work				
1	2" Sch 40 Conduit	200	LF		
2	3" Sch 40 Conduit	200	LF		
3	4" Sch 40 Conduit	200	LF		
B	Continued Additional/Deleted Work				
4	6" Thick Concrete Repair	200	SF		
5	4" Thick Concrete Repair	200	SF		
6	Asphalt Pavement Repair	200	SF		
7	Sodded Area Repair	200	SF		
C	Miscellaneous				
1	Soil and Erosion Control	1	LS		
2	Rock Excavation	50	CY		
3	Bulk Concrete	50	CY		
4	Unsuitable Material Excavation	50	CY		
5	Preconstruction Video	1	LS		
7	Traffic Control	1	LS		
8	Layout/As-builts	1	LS		
			Grand Total		
Upon bid award, the awarded Bidder shall also provide Bidder-prepared schedule of unit pricing for furnishing and installing all materials to be utilized in the project for which is reflected in the Schedule of Unit Prices above. The Bidder prepared schedule shall include the various types and sizes of wire, wiring devices, meter cans, grounding and other required items. The schedule along with the additional/deleted work portion of the Schedule of Unit Prices shall be utilized to compensate the Contractor for additional work and to determine credit for any deleted/reduced work.					
SUBMITTED BY Signature					
CONTRACTOR					
ADDRESS State: Zip					
TELEPHONE NUMBER					
FAX NUMBER					
State of Florida Certified Electrical Contractor Unlimited					
Contractors License Number					

SECTION 00 03 20

STATEMENT OF BIDDER'S QUALIFICATIONS

- A. 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.
1. Name of bidder.
 2. Permanent main office address.
 3. When organized.
 4. If a corporation, where incorporated.
 5. Contractor License Numbers
 6. How many years have you been engaged in the contracting business under your present firm or trade name?
 7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
 8. General character of work performed by your company.
 - 9.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
 - 9.⁽²⁾ Provide lists of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
 10. Have you ever defaulted on a contract? If so, where and why?
 11. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
 12. List your major equipment.
_____.
 13. Experience in construction work similar in type to this project.
 14. Background and experience of the principal members of your organization, including the officers.

15. Credit _____ available:
\$ _____
16. Give _____ bank _____ reference:

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
18. 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: _____

END OF SECTION

SECTION 00 03 30

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
Concrete		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____
Asphalt		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____
Sodding/Landscaping		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____
M.O.T.		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____

SECTION 00 03 31

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/ REFERENCE	DESCRIPTION/COST	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
2	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
3	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		

END OF SECTION

SECTION 00 04 10

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:

**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE
CONVERSIONS**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF: _____ (Seal)

_____ (Seal)

_____ (Seal)
Individual or Partner

Witness

Address

ATTEST: _____
Corporate Principal

President AFFIX
CORPORATE SEAL

Address

By _____
AFFIX
CORPORATE SEAL

ATTEST: _____
Corporate Surety

Title

END OF SECTION

SECTION 00 04 70

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 contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management
of the entity and who has been convicted of a public entity crime. The term
"affiliate" includes those officers, directors, executives, partners, shareholders,
employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another
person, or a pooling of equipment or income among persons when not for fair
market value under an arm's length agreement, shall be a prima facie that one
person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____, 20__.

Notary Public

My Commission Expires:

END OF SECTION

SECTION 00 04 80

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

SECTION 00 04 85

DRUG FREE/TIE PREFERENCE STATEMENT

- A. 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:
1. 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:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. 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.

- e. 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.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. 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 80
Affidavit of E-Verify Requirements Compliance

ITB NO.

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

SECTION 00 04 90

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:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(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)

END OF SECTION

SECTION 00 05 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/LLC 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, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | 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 **180 days** and an additional **30 days** for final completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$1,000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages

exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 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 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 Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

City Clerk

By _____
Joe Forte

Title _____
City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

00 05 00-

SECTION 00 06 20

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

SECTION 00 06 40

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. 26ST01

Description of Work: Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

Project Location: Holly Hill, Volusia County, Florida

Legal Description: Various properties along US 1 (see plans and temporary construction easements), FDOT-owned US1 right-of-way and various City-owned rights-of-way.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

00 06 40-1

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:

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 26ST01.

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: _____

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

US1 UNDERGROUNDING PHASE 3
ELECTRICAL SERVICE CONVERSIONS

Name of Project

City Project No. _____

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 the engineering firm Mead & Hunt, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this ____, day of _____, 20__.

Attest:

(As to Corporate Principal) Secretary

(Name of Principal)

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

By: _____

(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.

SECTION 00 06 50

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

SECTION 00 06 60

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

SECTION 00 06 65

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

SECTION 00 06 70

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, Inc., P.O. Drawer 290247, 4401 Eastport Parkway, Holly Hill, 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

SECTION 00 06 80

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: **US1 UNDERGROUNDING PHASE 3, ELECTRICAL SERVICE CONVERSIONS** in accordance with the plans and specifications therefore, as prepared by Mead & Hunt, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of \$ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of \$ _____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said as described in the said Contract, from any and all liens, claims or demands whatsoever that has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____, 20 ____.

Witnessed by:

CONTRACTOR

By _____

Title _____

State of _____
County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ ,
20 ____.

My Commission Expires:

Notary Public, State of Florida

END OF SECTION

SECTION 00 06 90

CONSENT OF SURETY
FOR FINAL PAYMENT

Project Name: **US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
on the Payment Bond of the following named Contractor: _____
hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. Bidder—The individual or entity who submits a Bid directly to Owner.
 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. Change Order—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. Contractor—The individual or entity with whom Owner has entered into the Agreement.
16. Cost of the Work—See Paragraph 11.01 for definition.
17. Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. Engineer—The individual or entity named as such in the Agreement.
20. Field Order—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements—Sections of Division 1 of the Specifications.

- 22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
- 23. Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 24. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. Liens—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 26. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 27. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 28. Notice to Proceed—A written notice given 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 under the Contract Documents.
- 29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
- 30. PCBs—Polychlorinated biphenyls.
- 31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 32. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. 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.
40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. 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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. 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 at the Site.
44. 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 thereof.

- 45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.
- 47. Supplier—A manufacturer, fabricator, supplier, distributor, material man, 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 Subcontractor.
- 48. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 49. Unit Price Work—Work to be paid for on the basis of unit prices.
- 50. 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, And Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 therefore.

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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or

authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
 - 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
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.

4.03 *Differing Subsurface or Physical Conditions*

- A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 1. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 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;
 5. 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data;
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *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 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.

4.06 *Hazardous Environmental Condition at Site*

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition,

Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. 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 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- E. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. By any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued

(and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. Include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall advise Contractor in writing whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:
1. Loss 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 perils whether or not insured by Owner; and
 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds or insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent

by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) It 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; and
 - 3) It has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) There will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items:
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) Shall certify that the proposed substitute item will:
 - a) Perform adequately the functions and achieve the results called for by the general design,
 - b) Be similar in substance to that specified, and
 - c) Be suited to the same use as that specified;
 - 2) Will state:

- a) The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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
 - c) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) Will identify:
 - a) All variations of the proposed substitute item from that specified, and
 - b) Available engineering, sales, maintenance, repair, and replacement services; and
 - 4) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. Shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

- A. Limitation on Use of Site and Other Areas:
 - 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. 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 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 by or based upon Contractor's performance of the Work.

- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will 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 6.17.D.
 - 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. 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 6.17.D.
- B. 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. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident

thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. Abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and
 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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 thereon will be final and binding (except as modified by Engineer to reflect changed factual

conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. Changes in the 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; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. **Engineer's Decision Required:** All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit

any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. Deny the Claim in whole or in part;
 - 2. Approve the Claim; or
 - 3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of

their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, which are 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone 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 Contractor are required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. 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.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:
1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.

- C. Contingency Allowance:
 - 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the

Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. As otherwise specifically provided in the Contract Documents.

- 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.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *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, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective Work; or
 - 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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.
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, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. The Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. There are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform

Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. 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 tentative list.

14.05 *Partial Utilization*

- 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 significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against Owner that Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer's Review of Application and Acceptance:

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. Exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. 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
 - 3. Complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. Reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.
- 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, seven 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 provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. Agrees with the other party to submit the Claim to another dispute resolution process; or
3. Gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and

acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00 07 05
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

SECTION 00 08 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 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.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *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 Constitutions Contracts:

SC-1.01.A.52 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.53 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 13.07 of the General Conditions, as supplemented.

SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.

SC-1.01A.55 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.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

- SC-1.01A.57 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.58 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.59 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.60 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 01310: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.61 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.62 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.63 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 Contract 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. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents.
- SC-2.03 Delete paragraph 2.03 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-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

- 4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

- D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

- E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. 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.

- F. Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Notice to Bidders
3. Instructions to Bidders
4. Supplementary Conditions
5. General Conditions
6. Division 1, General Requirements
7. Technical Specifications
8. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

G. ITEMS SPECIFIED ON DRAWINGS

Work to be completed is shown on the Contract Drawings. Certain items of material and/or equipment, and their installation may be specified on the Drawings without being mentioned within the Specifications. Such items are to be considered as both shown on the Drawings, and noted in the Specifications and be provided by the Contractor in accordance with the specifications written on the Drawings.

SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."

SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:

- J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, 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 12 of the Standard General Conditions.

SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. 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 (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-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- D. 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-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.05A Delete paragraph 5.05A of the Standard General Conditions in its entirety.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment are to be included in an Application for Payment.
5. Allow for partial utilization of the Work by Owner;
6. Include testing and startup; and
7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

- SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.
- SC-5.06D Delete paragraph 5.06D of the Standard General Conditions in its entirety.
- SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.
- SC-5.07 Delete paragraph 5.07 of the Standard General Conditions in its entirety.

SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.01 Add the following sub-paragraphs immediately after paragraph 6.01B 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-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

- C. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than eight (8) hours per day at 5 days per week or ten (10) hours per day at 4 days per week totaling forty (40) hours per week during weekdays. 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.
- D. 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-6.02C. 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.
- E. 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-6.06 Delete paragraphs 6.06A and 6.06B of the Standard General Conditions and insert the following in its place:

- A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.
- B. However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

- A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.
- B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. 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 Engineer does not have the authority to stop the work of any construction contractor. 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-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

- D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and other security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

- E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-6.20B Delete paragraph 6.20B of the Standard General Conditions in its entirety and insert the following in its place:

- B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

7.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. 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.

2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
4. 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-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-9.08 Delete paragraphs 9.08A-C in their entirety and insert the following:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

- SC-9.08 Re-letter paragraph 9.08D as 9.08B.
- SC-9.08 Add the following sentences to the end of paragraph 9.08B of the Standard General Conditions:
- "No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."
- SC-9.09 Delete paragraph 9.09 of the Standard General Conditions in its entirety.
- SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:
- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- SC-12.02 Delete paragraphs 12.02A and 12.02B of the Standard General Conditions in its entirety and insert the following in its place:
- A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event.

No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 14.07 of the Standard General Conditions.

- B. No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.
- C. No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Construction Progress Schedules, of the General Requirements.
- D. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-12.06 Paragraph 12.06B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

- B. Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04B.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties...”

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

- C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

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.

Add the following new paragraphs immediately after paragraph 13.07E:

- F. Subject to adjustments as described in sub-paragraph 13.07G, 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.
- G. 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.
- H. 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 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

- I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner's option and at the Owner's sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

- A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 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 Volusia County, Florida. 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.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use, are contained in the subsequent pages of these Supplementary Conditions.

END OF SECTION

SECTION 00 08 00A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates. Affiliates may include entities/individuals who authorize work on their property via an easement to the City.
- 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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:
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products - Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertisement Injury
 - 4. \$1,000,000 Each Occurrence
 - 5. \$ 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

- A. 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:
1. 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.
 2. Maximum Deductible - \$5,000 each claim
 3. Certified Copy of the policy must be provided to the City prior to the commencement of work.
 4. 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.
 5. 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.
 6. 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.
 7. 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

- A. All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:
 1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. 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

- A. 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:
 1. "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

1. “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.
2. The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor’s indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City’s acceptance of the product or completed operation.”

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor’s Certificate of Insurance.

VIII. A Wavier 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

END OF SECTION

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>	Minimum Limits Required	
<u> X </u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u> X </u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
___	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
___	_____	\$ <u>1,000,000</u>	Each Occurrence
___	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u> X </u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
___	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
___	<u>Builder's Risk/Installation Floater</u> (*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.		
___	<u>Other</u>		
	_____	\$	
	_____	\$	
<u> X </u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u> X </u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificates must identify bid number and bid title.		
<u> X </u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

SECTION 00 08 40

CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS**

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

☐

QLH FILE

☐

ARCHITECT

☐

OTHER: _____

END SECTION

SECTION 00 08 41

NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project: **CITY OF HOLLY HILL
US1 UNDERGROUNDING PHASE 3
ELECTRICAL SERVICE CONVERSIONS**

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:

1. Agreement Between Owner and Contractor
2. Payment and Performance Bond
3. Public Construction Bond
4. Insurance Requirements
5. Affidavit Regarding Workman's Compensation
6. Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20____.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

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

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

Date: _____

(Title)

END OF SECTION

SECTION 00 08 42

NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20___. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers _____ through _____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION

SECTION 00 08 43
CHANGE ORDER FORM

PROJECT: **US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. ____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. ____ _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Acknowledgments:

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, Inc.
(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

SECTION 00 08 44

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 (Line 3 less Line 6)	\$ 0.00

00 08 44-1

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: _____

00 08 44-2

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

00 08 44 3

SECTION 00844
BID ITEM PAY REQUEST FORM

Application No.
Project:
Owner:

Application Date:
Period Ending:
Contractor:

[illegible]

Section 00 08 46
Stored Materials Summary

Date:

Owner:

Project:

Bid No.:

Contractor:

Received thru:

Installed thru:

[illegible]

Subtotal	
Sales Tax	
Total	

SECTION 00 08 48

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion
Page 2 of 3

00 08 48-2

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_____

Certificate of Substantial Completion
Page 3 of 3

END OF SECTION

SECTION 00 08 49

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: **"US1 UNDERGROUNDING PHASE 3, ELECTRICAL SERVICE CONVERSIONS "**, dated the ____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

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

Notary Public

My Commission Expires: _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 00 10 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 01010: Summary of Project.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be 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 or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as

required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

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) 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.

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 for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install,

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.
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. Shall be witnessed by City Engineer.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
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

SECTION 00 10 10

SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the City of Holly Hill's **US1 UTILITY UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**
The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

SECTION 00 10 25
MEASUREMENT AND PAYMENT

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 if not shown as a separate pay item.
 - 1. Clearing, grubbing and 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 damaged trees, 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 the test.
 - 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.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Service Conversions

- A. Bid Item(s): A1-A42
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Acquisition of building permit from the City, including submission of Notice of Commencement signed by property owner. (City to waive building permit application and inspection fees. Contractor is responsible for any reinspection fees.)

Coordination of work with the property owner and Florida Power and Light (FPL), including potential non-normal working hours work due to property owner's/tenant's allowable downtime and scheduling of FPL disconnect and reconnect. Installation of FPL provided handhole and service conduit via open cut, including restoration of surface features, or horizontal directional drill (HDD) method. Furnish and install service wire for commercial services (FPL to install wire for residential services). Restoration of surface features impacted by FPL due to installation of service drop to handhole. Furnish and install new meter can(s), above ground conduit and wiring devices. Documentation and notification to City regarding any visible code violations with existing customer equipment. Furnish and install grounding if currently non-existent or not code compliant. Disconnection of existing service; connection of new service; removal/capping of existing conduit at meter can. Installation of Contractor provided schedule 40 PVC service conduits for BHN and AT&T.

E. Allowances: None

2.02 Additional/Deleted Work

- A. Bid Item(s): B1-B7 and items listed in Bidder-prepared schedule of unit prices.
- B. Measurement: Linear foot (LF) or each (EA) installed (added or deleted)
- C. Payment: Monthly, installed added/deleted quantity at applicable unit price, less retainage. Payment shall be made or credit shall be taken for additional or deleted linear feet of installed conduit, wire, restoration and other work that is required or not required based on actual field conditions and as directed by the Engineer compared to original scope of work for each service.
- D. Included Work: All work necessary to complete the construction of the various items.
- E. Allowances: None

2.03 Soil and Erosion Control

- A. Bid Item(s): C1
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and acquisition of National Pollutant Discharge Elimination System (NPDES) construction permit from the Florida Department of Environmental Protection (FDEP), including application fees, rain measurement, inspections, maintenance of documentation and other work required. Furnish and install silt fence, inlet protection, and other applicable Best Management Practices (BMPs).
- E. Allowances: None

2.04 Rock Excavation

- A. Bid Item(s): C2
- B. Measurement: Volume in cubic yards (CY) of removed rock and disposed of off site
- C. Payment: Monthly, removed/disposed of quantity at applicable unit cost, less retainage.

- D. Included Work: Removal of rock (as determined by the Engineer) encountered and in conflict with excavations for the improvements and replacement of such with suitable compacted backfill material.
- E. Allowances: None

2.05 Bulk Concrete

- A. Bid Item(s): C3
- B. Measurement: Volume in cubic yards (CY)
- C. Payment: Monthly, installed quantity at applicable unit cost, less retainage.
- D. Included Work: Related work necessary for use of bulk concrete in concrete encasement, protection/capping, collars, thrust blocks and other purposes. Testing if necessary.
- E. Allowances: None

2.06 Unsuitable Material Excavation/Replacement

- A. Bid Item(s): C4
- B. Measurement: Volume in cubic yards (CY)
- C. Payment: Monthly, removed/replaced quantity at applicable unit cost, less retainage.
- D. Included Work: Removal of unsuitable material (as determined by the Engineer) encountered and in conflict with excavations for the improvements and replacement of such with suitable compacted backfill material.
- E. Allowances: None

2.07 Pre-Construction Video Taping

- A. Bid Item(s): C5
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Professional video documentation of entire project area and adjacent areas prior to start of work. Delivery of two DVD(s) copies of video with written log.
- E. Allowances: None

2.08 Field Locate & Expose Existing Utilities

- A. Bid Item(s): C6
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Locating and exposing all existing utilities along route/area of work to determine verify the plan of avoidance and to determine any originally unknown utilities.
- E. Allowances: None

2.09 Traffic Control

- A. Bid Item(s): C7
- B. Measurement: N/A

- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Maintenance of traffic (MOT) on all private and public roads and vehicular, pedestrian and bicycle traffic areas. Preparation of MOT plan(s) per jurisdictional requirements.
- E. Allowances: None

2.10 Layout/As-builts

- A. Bid Item(s): C8
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Layout of proposed work. Verification of tie in points. Staking of right-of-way and easement lines. Monthly progress as-builts. Final as-builts. All survey work by a licensed surveyor registered in the State of Florida. Allowances: None

2.11 Indemnification

- A. Bid Item(s): C9
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Indemnification per contract.
- E. Allowances: \$100

END OF SECTION

SECTION 00 10 27

APPLICATION FOR PAYMENT

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00 08 44 as the official pay request form.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement: Section 00 50 00.
 - 2. Construction Progress Schedules: Section 00 13 10.
 - 3. Schedule of Values: Section 00 13 70.
 - 4. Construction Photographs: Section 00 13 80.
 - 5. Project Record Documents: Section 00 17 20.

1.02 FORMAT REQUIRED

- A. Submit applications typed on the form provided in Division 0, Section 00 08 44: Application and Certificate for Payment Form, with itemized data typed on 8-1/2 inch x 11 inch or white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective 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. Stored materials may be inspected by City and Engineer prior to payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
5. Item number and identification as shown on application.
6. Description of specific material.

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 00 17 20: 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 00 13 10: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 00 13 80: Construction Photographs.

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 00 17 00: Contract Closeout.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Provide Contractor’s Final Release of Lien (Section 00 08 49) 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. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor’s needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 10 91

REFERENCE SPECIFICATIONS

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.

- 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 II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION

SECTION 00 12 00
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Take and distribute meeting minutes.
3. The Contractor shall:
 - a. Attend all meetings along with pertinent subcontractors and suppliers.
 - b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
 - c. Provide requested information at meetings.
4. The Owner shall:
 - a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section 00 13 10.
2. Shop Drawings: Section 00 13 40.
3. Project Record Documents: Section 00 17 20.

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
 - 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.
- D. Attendance:
 1. Owner's representative.
 2. Engineer.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors, as appropriate.
 6. Residents.
- E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

- A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.
- B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

- A. Purpose: To discuss the progress of the construction and projected work activities.
- B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:

1. Owner's representative.
2. Engineer and sub-consultants, as appropriate.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.
4. Construction schedule
 - a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 13 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 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.
- 1.03 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.
- 1.04 The Contractor shall take all necessary precautions to prevent damage to existing utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.

- 1.06 The Contractor is responsible for recording a copy of the Payment and Performance Bond in the Official Records of Volusia County, Florida and shall provide copies of the recorded documents 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 contract payment shall be made to the Contractor for this item.
- 1.07 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.
- A. Florida Department of Transportation- Utility Permit
 - B. The Owner will make necessary application for the above referenced permits to construct such improvements. It shall be, however, the responsibility of the Contractor to construct the improvements in strict accordance with the requirements of the above mentioned agencies, and no extra or additional payments will be made by the Owner for this work.
 - C. City of Holly Hill – Electrical/Building Permits
 - D. The Contractor shall apply and obtain the required building permits from the Owner. The Owner shall pay or waive all electrical fees associated with the applications (except for re-application and re-inspection fees). The Owner shall provide the Contractor the requested number of copies of signed and sealed project plans and specifications. The Contractor shall be responsible for all other submittals required for the applications. Owner may elect to issue separate permits for each property or group multiple addresses into one or more permits.
 - E. Florida Department of Environmental Protection-
National Pollutant Discharge Elimination
Program (NPDES) Construction Permit
 - F. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain NPDES permit including paying all fees.
- 1.08 Construction shall be limited to weekday 7:00 a.m. to 6:00 p.m. day light" working hours. No "weekend", night time", or "holiday" work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Engineer "Advance Notice" of such operations.

- 1.09 Construction materials may be stockpiled. 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 Owner and the Engineer which sites have been targeted for material storage. The Owner reserves the right to approve or disapprove the proposed locations. The Contractor shall provide a notarized written letter from the property owner approving use of the property by the property owner prior to using the property.
- 1.10 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.
- 1.11 All unit pricing shall remain valid for the duration of the contract.
- 1.12 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.
- 1.13 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or his right, title or interest therein, without written consent of the Owner.
- 1.14 Limitations on the Engineer's Responsibilities
- A. Neither the Engineer's authority to act under this Paragraph nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.
 - B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.
- 1.15 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

- 1.16 Any private sprinklers, mail boxes, signs, fences, etc. encountered within the project site that act as an obstacle to construction shall be carefully removed prior to construction by the Contractor's forces and promptly reinstalled (within 24 hours) during the restoration portion of the project at no additional cost to the Owner. Separate payment for this work will not be made.
- 1.17 The Contractor's forces shall be required to "hand dig" and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of 24 hours in advance of the trenching/boring operation. Any utilities found in conflict with the work and not shown on the drawings shall be brought to the attention of the Engineer immediately.
- 1.18 The Contractor shall be responsible for dust control on the project. The Contractor shall control dust when conditions warrant as determined by the Engineer. No separate payment shall be made for this item.
- 1.19 The Contractor and/or subcontractor shall not work on City of Holly Hill's holidays (listed below):

HOLIDAYS

Thursday	27-Nov-14	Thanksgiving
Friday	28-Nov-14	Friday after Thanksgiving
Thursday	25-Dec-14	Christmas Day
Friday	26-Dec-14	Floating Day
Thursday	1-Jan-15	New Year's Day
Monday	19-Jan-15	Martin Luther King Jr. Day
Friday	3-Apr-15	Good Friday
Monday	25-May-15	Memorial Day
Friday	3-Jul-15	Fourth of July
Monday	7-Sep-15	Labor Day

- 1.20 Legal access to private property for the service work is provided by easements acquired by the Owner. Included in section 00 13 01 is an example of such easement. Contractor shall conduct work in compliance with such easement. Official record book and page references are listed on construction plans.
- 1.21 As the schedule for this project coincides, in part, with the recognized hurricane season, the Contractor's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring at the plant site during the course of Contract work.

- 1.22 Within 30-days of the date of Notice-to-Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning.
- 1.23 In the event of inclement weather, or whenever the Engineer shall direct, the Contractor shall, and will cause Sub-Contractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the Contractor or any Sub-Contractors to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the Contractor.
- A. Hurricane Watch: Upon designation of a hurricane watch, Contractors shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with City personnel in protecting other structures at the site.
 - B. Hurricane Warning: No mobile "temporary facility" under the control of the City of Hollywood, or on City property, shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall comply.

END OF SECTION

SECTION 00 13 10
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Format.
- C. Review and evaluation.
- D. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit draft of proposed complete bar chart schedule for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- B. Within 10 days after joint review, submit revised Progress Schedule.
- C. Submit updated schedules with each Application for Payment.
- D. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.

3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 FORMAT

- A. Microsoft Project or similar computer program generated bar chart schedule to include at least:
 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 2. Listings identified by Specification Section number.
 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.

- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.5 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 00 13 40

SHOP DRAWINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date 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 00 16 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 thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project Title and Number
 - 3. Contractor's name and address
 - 4. 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 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.

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 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 3½" by 3½", located adjacent to the title block. The title block shall display the following:
 1. Project title and number
 2. Name of project building or structure
 3. Number and title of the shop drawing
 4. Date of shop drawing or revision
 5. Name of Contractor and subcontractor submitting drawing
 6. Supplier/manufacturer
 7. Separate detailer when pertinent
 8. Specification 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.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks 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 samples of each item shall be submitted

C. Each sample shall have a label indicating:

1. Name of project
2. Name of Contractor and subcontractor
3. Material or equipment represented
4. Place of origin
5. Name of producer and brand (if any)
6. Location in project
7. Submittal Number

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the 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

SECTION 00 14 10

TESTING AND TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ, and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:
 - a. Excavating, Backfill and Compacting: Section 00 22 21
 - b. Paving: Section 00 23 00
 - c. Cast-in-Place and Poured Concrete: Section 00 31 00

C. The following schedule defines the responsibility for various tests.

<u>Test</u>	<u>Notes</u>	<u>Paid for By</u>
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq.ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 15050	Contractor
Bacteriological	As required by local and state agencies.	Contractor

LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

- A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two 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	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

- A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

- A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

- A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 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 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6 inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

- A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.
- B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit 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.

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

SECTION 00 17 00
CONTRACT CLOSEOUT

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. Start-Up: Section 00 16 57
 - 2. Cleaning: Section 00 17 10.
 - 3. Project Record Documents: Section 00 17 20.
 - 4. Operating and Maintenance Data: Section 00 17 30.
 - 5. Warranties and Bonds: Section 00 17 40.

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 00 17 30.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 00 16 57.
 - 3. All start-up and demonstration testing completed and Certificates of Completed Demonstration submitted to the requirements of Section 00 16 50.
 - 4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 00 17 20.
 - 5. All training of Owner's personnel completed.
 - 6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.
 8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 00 17 40.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.

- g. Deductions for reinspection payments.
 - h. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 17 20

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.

- 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.

- 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 of his authorized representative
- B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary 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 sepia 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. Four (4) sets of paper plans drawings signed and sealed by a professional land surveyor licensed in the State of Florida and PDF files at original page size at 300 dpi or greater DVD(s)/CD(s) containing AutoCad, version 14, or later drawing files and PDF files at original page size at 300dpi or greater.

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 include to accurately and fully represent the as-built conditions.
3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)
4. No 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 minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20 foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three way horizontal dimensions less than 100 feet, each. Three way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between sanitary hazards to potable water and reclaimed water mains per FDEP shall be shown.
6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each

structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e.-constructed feature labeled as “A”, permanent feature labeled as “B”, “A”-“B” dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) 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 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.

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 08 00, Supplementary Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 17 30

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 00 13 40: Shop Drawings
2. Section 00 17 20: Project Record Documents
3. Section 00 17 40: Warranties and Bonds

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.
- B. Hard Copy Format:
 - 1. Size: 8½" x 11 inches
 - 2. Paper: 20 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
 - 7. Binders:
 - a. Commercial quality three-post binders with durable and cleanable plastic covers.
 - b. Maximum post width: 2 inches.
 - c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to content of the volume.
3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each
 - d. Local source of supply for parts and replacement
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.
2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed
 - b. Clearly identify data applicable to installation
 - c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit four copies of the complete manual in final form.
- B. Content: for architectural products, applied materials and finishes:
1. Manufacturer's data, giving full information on products
 - a. Catalog number, size, and composition
 - b. Color and texture designations
 - c. Information required for reordering special manufactured products
 2. Instructions for care and maintenance
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.
 - a. Applicable standards
 - b. Chemical composition
 - c. Details of installation
 2. Instructions for inspection, maintenance and repair
- D. Additional requirements for maintenance data: Respective sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 0 01 740

WARRANTIES AND BONDS

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
3. Labor and Material Payment Bond: Section 00 06 45

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 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
 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 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than \$1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.
- D. Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 18 00

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.

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

SECTION 00 21 00

EXCAVATION, BACKFILL AND EMBANKMENT

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:
 - 1. Stripping, storing and replacing topsoil;
 - 2. Excavation and backfill for pipe trenches;
 - 3. Excavation and embankment for road, grading and drainage of the site;
 - 4. Excavation and backfill for buildings and structures; and
 - 5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

- A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation be employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have no claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.
- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not

required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

- C. The term "subgrade" as used herein shall have the meaning given below:
1. The bed of a trench prepared as specified to receive pipes or other conduits;
 2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;
 3. The surface of excavation or embankment areas prepared to receive topsoil; and
 4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

- A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six (6) inches. On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.
- B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two (2) inches for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

- A. In locations where the working space is limited, the material excavated from the first one hundred (100) feet of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

- B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

- A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.
- B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.
- C. No timber sheeting, bracing or shoring shall be left within eighteen (18) inches of any natural ground surfaces or within twelve (12) inches of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system no vertical member shall remain directly over the pipe and no horizontal member shall remain within twelve (12) inches of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

- D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.
- B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

- A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.
- B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:
 - 1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.
 - 2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled

and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.
- C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

- A. From the subgrade elevation to an elevation at least twelve (12) inches above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than twelve (12) inches nor more than sixteen (16) inches wider nor more than eight (8) inches in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.
- B. From a point twelve (12) inches above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus forty (40) inches. If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.
- C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six (6) inches below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches

are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

- A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower ninety degrees (90E) of the circumference of the pipe, i.e., so that one-fourth of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to insure that the barrel of the pipe will rest for its entire length upon the trench bottom.
- B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support ninety degrees (90E) of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.
- C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

- A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.
- B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.
- C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.
- D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

- A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred (300) feet and one hundred (100) feet, respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least twenty (20) feet in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five (5) feet of the end of the open trench.
- B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.
- C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

- A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.
- B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- C. The Contractor shall not obstruct fire hydrants.
- D. The roadway on one side of the line of work shall be kept open at all times.
- E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three (3) feet in width, shall be preserved free from all obstruction.

- F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.
- G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

- A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.
- B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.
- C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

- A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.
- B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.
- C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.
- D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

- A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.
- B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four (4) inches diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.
- C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.
- D. The material for embankment shall be deposited in layers of not more than nine (9) inches in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one (1) foot above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three (3) feet above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

- A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:

1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and
 2. Eliminate settlement of the backfilled material.
- B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.
- C. The procedure of backfilling shall be as follows:
1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two (2) feet above the top of pipe or conduit, shall be refilled with clean earth deposited in four (4) inch layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.
 2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.
 3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six (6) inches in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.
 4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.
- D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

- E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.
- F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two (2) feet above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stones not more than six (6) inches in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.
- G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.
- H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.
- I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.
- J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

- A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.
- B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.
- C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as will not detract from the general appearance of the improvement and shall not create unsatisfactory conditions.
- D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.
2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.
3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.
2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six (6) inches in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

- B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.
- B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.
- C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.
- D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of

excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

- E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.
- B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.
- C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of

removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.
- D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer,, and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

- A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

- B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

- A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.
- B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.
- C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred (200) feet from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

- A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.
- B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 03 30 00

CAST IN-PLACE AND POURED CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.
- B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS – All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS – ACI 301 "Specifications for Structural Concrete for Buildings", ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

- A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.
- C. Slump: ASTM C-143
- D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.
- E. Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

- 2.01 PORTLAND CEMENT – Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.
- 2.02 CONCRETE AGGREGATE – Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

A. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

<u>Total Retained On</u>	<u>Percent Retained</u>
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

3. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

B. Coarse Aggregate.

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable,

thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER - Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.
- B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.
- C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

- D. Tie Wire: 16 gauge minimum, black, soft annealed.
- E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

2.05 FORM WORK

- A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.
- B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than 3/4 inch.
- C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.
 - 1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.
 - 2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.
- D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 2 inch wide on each leg.
- E. Steel Forms. Uncoated steel, 3/16 inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.
- F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.
- G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inch, adhered with an approved two part epoxy.

- H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.
- J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.
- K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:
1. Working drawings of formwork are submitted.
 2. Internal form ties are regularly spaced no less than 48 inches each way, and are made watertight.
 3. Form ties have removable cones, which are filled to match concrete.
 4. Joints in panels are fully watertight.
 5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.
- L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.
- M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.
- N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.
- O. Shoring: As designed and executed by Contractor to support all loads.
- P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4 inch chamfer at exposed edges of concrete members.

- Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

- A. Air Entraining Admixture: ASTM C260.

- B. Water Reducing and Retarding Admixture:

1. Concrete without Superplasticizer:

- a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
- b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
- c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

2. Concrete with Superplasticizer:

- a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rheoplastic state in excess of two hours if necessary.
- b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if

variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

2.07 GROUT

- A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.
- D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

- A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.
- B. Membrane: 6 mil polyethylene film.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6 inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.

- D. Preformed Expansion Joint Filler:
1. Bituminous type conforming to the requirements of ASTM D994.
 2. Nonextruding type, self expanding cork, 3/4 inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.
- E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- F. Tongue and Groove Joint Forms: 24 gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- G. Inserts: Galvanized steel to fit the proposed hanger or support.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one part cement to two and on-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- I. Burlap Mats: Conform to AASHTO Specification M182.
- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concrecive 1001-LPL, or equal.
- K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

- A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.
- B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.

- C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than 4% of the area of cross section on which strength is calculated or which is required for fire protections.
- D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.
- E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:
 - 1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

- A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:
 - 1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.
 - 2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.
 - 3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.
 - 4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.
 - 5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 - EXECUTION

3.01 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty (30) nor more than fifty (50) percent of the total weight of the aggregate.

- B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4) inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.
- C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.
- D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M. designation C-94).
 - 1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.
 - 2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.
 - 3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

- A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).
- B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.
- C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

1. Date and time leaving plant	Additives (if any)
2. Type of cement and weight	Site arrival time
3. Quantity of water and time added	Site leaving time
- D. Concrete
 - 1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.
3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.
2. Excessive over-mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.
3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.
4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.
2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.
2. Maximum Water-Cement Ratio:
 - .37 (lbs/lb) - Concrete with superplasticizer
 - .45 (lbs/lb) - Class A concrete without superplasticizer
 - .55 (lbs/lb) - Class B concrete without superplasticizer
 - .65 (lbs/lb) - Class C concrete without superplasticizer
3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.

7 inches plus or minus 1 inch for Class A and B with superplasticizer.

8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.
2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.
4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.
5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The

placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.
7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.
2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.
- B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.
1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.
 2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.
 3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

- A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.
- B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond.

1. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.
- C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.
- D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.
- E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.
- F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.
- B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.
- C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

- D. Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.
- E. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.
- F. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.
- G. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.
- H. Box out for all temporary openings and build forms to seal them up when and as required.
- I. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.
- J. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.
- K. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.
- L. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.
- L. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

<u>Structural Member or Condition</u>	<u>Normal Strength Concrete</u>	<u>Normal High-Early Strength Concrete</u>	<u>Minimum Compressive Strength for Form Removal (% Design Strength)</u>
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, column and piers	5 days	3 days	70
Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

- A. Repair of Surface Defects:
1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

<u>Finish Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than 2 inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, and fill depressions 3 inches or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

- a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

Finish
Designation

Area Applied

S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than 10%: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
S-5	Exposed edges of slabs, floors and tops of walls: Finish with a 3 inch radius edge if a chamfer is not indicated.

- C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10 foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.
- D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.
- E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is

thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

- F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.
- G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.08 TESTS

- A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.
- B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.
- C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.
- D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.
- E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.09 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

- A. Expansion Joints shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the

drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

- B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.
- C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 260500
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work to be performed under the sections of Division 26 includes all labor, materials, and equipment required to install complete electrical systems as described in these specifications and as shown on the drawings. This section includes information common to two or more technical specification sections or items that are of a general nature, not conveniently fitting into other technical sections.
- B. Before submitting a bid, the Contractor shall examine the drawings and specifications, visit the work site, and be informed of local conditions, all federal, state and local ordinances, regulations and all other pertinent items which may affect cost, schedule, and completion of this project.
- C. Drawings accompanying these specifications are a part of these specifications. Drawings are intended to show general arrangement, design, and extent of work and are diagrammatic. Drawings are not intended to show exact locations except where dimensions are shown. Any substantial differences existing between drawings and conditions in the field shall be submitted to the Engineer for consideration before proceeding with work. Electrical work is shown on plans using standard industry symbols.
- D. Before ordering materials or doing work, the Contractor shall verify all measurements pertaining to work scope and assume installation responsibility for complete and fully functional electrical systems.
- E. The electrical work included in all other divisions of this specification and related documents is the responsibility of the contractor performing the division 26 work unless specifically noted otherwise.

1.3 QUALITY ASSURANCE

- A. Manufacturer references used herein are intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply.
- B. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and the assigned space and for obtaining the performance from the system into which these items are placed.

- C. All materials shall be listed by and shall bear the label of an approved electrical testing laboratory. If none of the approved electrical testing laboratories has published standards for a particular item, then other national independent testing standards, subject to approval by the Engineer, shall apply and such items shall bear those labels. Where one of the approved electrical testing laboratories has an applicable system listing and label, the entire system shall be so labeled. The Contractor shall not modify new equipment in such a way as to nullify the Testing Laboratories label. All equipment and materials shall be used or installed in accordance with any instruction included in the listing by the laboratory.

1.4 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of local codes and regulations, the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, and current manufacturing standards (including NEMA) and any additional local modifications enacted by the Local Authority Having Jurisdiction. Contractor shall be responsible to verify what if any local modifications are in place or enacted by the Local Authority Having Jurisdiction.
- B. All work shall be installed in accordance with NECA standards of installation.
- C. All work shall conform where applicable to the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), Part 1910, "Occupational Safety and Health Standards." This shall include any local or state modifications enacted by the Authority having Jurisdiction.

1.5 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Owner. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.
- B. This Contractor shall restore any circuit interrupted because of this work to proper operation as soon as possible.

1.6 TEMPORARY CONSTRUCTION POWER

- A. Provide temporary lighting and construction power for the project. Pay the usage charges to the serving utility for electric service associated with temporary lighting and power for construction.

1.7 OMISSIONS

- A. No later than ten (10) days before bid opening, The Contractor shall call to the attention of the Engineer any materials or apparatus the Contractor believes to be inadequate and to any necessary items of work omitted.

1.8 SUBMITTALS

- A. Refer to Division 01 for Submittal requirements.

- B. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name or number, as indicated in the contract documents. Failure to do this may result in the submittal(s) being returned to the Contractor for correction and resubmission. Failing to follow these instructions does not relieve the Contractor from the requirement of meeting the project schedule.
- C. On request, the Contractor shall furnish additional drawings, illustrations, catalog data, performance characteristics, etc. to clarify intent of construction or operations.
- D. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.
- E. The submittals must be approved before fabrication.

1.9 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet Project conditions, including changes to work specified in other Sections. Obtain written permission of Engineer before proceeding.
- C. Tools, materials, and equipment shall be confined to areas designated by the Construction Manager

1.10 WORK SEQUENCE AND SCHEDULING

- A. See the General Conditions of the Contract, Scheduling and Coordination of Work, and Time for Completion of the Project, and General Requirements, Mutual Responsibility for additional requirements.

1.11 WORK BY OTHER TRADES

- A. Every attempt has been made to indicate in this trade's specifications and drawings all work required of this Contractor. However, there may be additional specific paragraphs in other trade specifications and addenda, and additional notes on drawings for other trades which pertain to this Trade's work, and thus those additional requirements are hereby made a part of these specifications and drawings.
- B. Electrical details on drawings for equipment to be provided by others is based on preliminary design data only. This Contractor shall lay out the electrical work and shall be responsible for its correctness to match equipment provided by others.

1.12 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Refer to Division 1, General Requirements, Operating and Maintenance Instructions for additional requirements.

1.13 TRAINING

- A. Instruct Owner's personnel in the proper operation and maintenance of systems and equipment provided as part of this project; video record all training sessions. Use the Operating and Maintenance manuals during this instruction. Demonstrate startup and shutdown procedures for all equipment. All training to be during normal working hours.
- B. The requirement for recording training sessions may be deleted on some projects but not the requirement for the training itself.
- C. Refer to other sections in Division 26 for specific section and equipment training requirements.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Reference applicable sections within Division 26.

PART 3 – EXECUTION

3.1 WORK INCLUDED

- A. The scope of work shall include all work, including all labor, materials and equipment, testing required to install a complete electrical system as indicated in the project Manual. The Project Manual consists of the bidding documents, the contract, specifications, contract drawings and all subsequent addenda and modifications. The contractor shall furnish and install all necessary materials, apparatus, and devices to complete the electrical equipment and systems installation herein specified, except such parts as are specifically exempted herein.
- B. All work items shown on the drawings is within the scope of work and shall be provided as indicated. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- C. In general, the specifications indicate the requirements and quality for products required and the executions for those products. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- D. If there is any discrepancy between the drawings and the specifications, it is the contractor's responsibility to notify the Engineer for resolution, prior to procuring equipment or starting work.
- E. Coordinate and verify all equipment being supplied by equipment supplier and other trades. Verify equipment size, motor HP, dimensions, locations, etc. as all are subject to change.
- F. Contractor shall verify all door swings and the location of all cabinets, diffusers, HVAC, plumbing, process and building equipment before installing electrical equipment, fixtures, outlets, and conduit.
- G. The Contractor shall provide all plywood backboards and supports for all electrical equipment as indicated on the drawings and as required or specified.

H. All permits and inspection fees required to complete the work shall be paid for by the Contractor unless noted otherwise.

I. All electrical equipment and fixtures shall be installed in complete accordance with the manufacturers' recommendations.

J. Contractor shall provide all motor connections as shown on the drawings and as specified herein.

3.2 CONCRETE

A. All concrete work required for the proper installation of electrical equipment including transformer(s), switchboard(s), switchgear and motor control center pads and other equipment pads shall be provided by the Contractor and shall conform to specifications in Division 3.

3.3 SITE WORK

A. The Contractor shall provide excavation and backfill for all electrical underground work as indicated on the drawings and as required. The Contractor shall perform this work and provide compaction as specified in Division 2. Finish grading and final restoration shall be by the General Contractor.

3.4 CONFIRMATION OF ELECTRIC SERVICE

A. Consult with Electric Utility to verify service information specified herein and shown on drawings before submitting bid.

B. The Electrical Contractor shall initiate the electrical service application.

3.5 PERMITS, FEES, TAXES, INSPECTIONS

A. Procure all applicable permits and licenses.

B. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.

C. Electrical contractor to pay all charges for permits or licenses.

D. Pay all fees and taxes imposed by State, Municipal, and other regulatory bodies.

E. Pay all charges arising out of required inspections by an authorized body.

F. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.

G. Where applicable, all fixtures, equipment and materials shall be listed by Underwriter's Laboratories, Inc. or a nationally recognized testing organization.

3.6 METERING

A. Consult with Electric Utility regarding service entrance requirements and metering equipment.

3.7 SERVICE INSTALLATION

- A. The service installation shall comply with the latest applicable standards of the utility. Refer to the current electrical service installation manuals.
- B. The Contractor shall meet with the electric utility prior to rough-in to review and coordinate the installation of the electrical service and verify existing conditions and specific requirements.

3.8 BUILDING ACCESS

- A. Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this contractor, restore any opening to its original condition after the apparatus has been brought into the building.

3.9 EQUIPMENT ACCESS

- A. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance.

3.10 COORDINATION

- A. The Contractor shall cooperate with other trades and the Owner's construction representative in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the electrical work to better fit the general installation, such work shall be done at no extra cost, provided such decision is reached prior to actual installation.
- B. The Contractor shall verify that all devices are compatible for the surfaces on which they will be used. This includes, but is not limited to, light fixtures, panelboards, devices, etc. and recessed or semi-recessed heating units installed in/on architectural surfaces.
- C. Coordinate all work with other trades prior to installation. Any installed work that is not coordinated and that interferes with another trades work shall be removed or relocated at the installing contractor's expense.

3.11 HOUSEKEEPING AND CLEAN UP

- A. Refer to Division 1, General Requirements, and Cleaning for additional requirements.
- B. The Contractor shall clean up and remove from the premises, on a daily basis, all debris and rubbish resulting from its work and shall repair all damage to new and existing equipment resulting from its work. When job is complete, the Contractor shall remove all tools, excess material and equipment, etc., from the site.

END OF SECTION 260500

SECTION 260502
ELECTRICAL DEMOLITION AND ALTERATION

PART 4 – GENERAL

4.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.
- B. Section 260500 “Common Work Results for Electrical.”
- C. NFPA 70 – National Electrical Code

4.2 COORDINATION

- A. Coordinate sequencing with Owner and other Contractors. Coordinate scope of work with all other Contractors and the Owner at the project site. Schedule removal of equipment and electrical service to avoid conflicts.

4.3 SUMMARY

- A. Electrical Demolition
- B. The drawings are intended to indicate the scope of work required and do not indicate every box, conduit, or wire that must be removed. The Contractor shall visit the site prior to submitting a bid and verify existing conditions.

4.4 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Utility Co. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.
- B. This Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible. Include here any project specific construction staging for electrical work or limited working hours to perform electrical cut-over.
- C. Prior to demolition or alteration of structures, the following shall be accomplished:
 - 1. Owner release of structure.
 - 2. Disconnection of electrical power to utilization equipment and circuits removed or affected by demolition work.
 - 3. Electrical services rerouted or shut off outside area of demolition.
 - 4. Survey and record condition of existing facilities to remain in place that may be affected by demolition operations. After demolition operations are completed, survey conditions again and restores existing facilities to their predemolition condition.

5. Notify utilities prior to razing operations to permit them to disconnect and remove or relocate equipment that served existing facilities.
6. Contractor shall notify Architect/Engineer of existing code violations observed during the course of performing his work. If corrective action needs to be taken that changes the scope of the work, corrective action to proceed only after approved by Architect/Engineer.
7. Provide temporary wiring and connections to maintain existing systems in service during construction. Assume all equipment and systems must remain operational unless specifically noted otherwise on drawings.
8. Existing Electrical Service: Maintain existing system in service until new system is completed and ready for service. Disable system only to make switchovers and connections. Obtain permission no fewer than seven days in advance of proposed interruption of electric service before partially or completely disabling system. Minimize outage duration. If required, make temporary connections to maintain service in areas adjacent to work area. Do not proceed with interruption of electric service without Owner's written permission.

PART 5 – PRODUCTS

5.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work as specified in the individual Sections.

PART 6 – EXECUTION

6.1 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned equipment or facilities. Extend conduit and wire to facilities and equipment that will remain in operation following demolition. Extension of conduit and wire to equipment shall be compatible with the surrounding area.

6.2 PREPARATION

- A. Where walls, ceilings, structures, etc., are indicated as being renovated and/or removed on general drawings, the Contractor shall be responsible for the removal of all electrical equipment, devices, fixtures, raceways, wiring, systems, etc., from the removed area.
- B. Where ceilings, walls, structures, etc., are temporarily removed and replaced by others, this Contractor shall be responsible for the removal, storage, and replacement of equipment, devices, fixtures, raceways, wiring, systems, etc.

6.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Repair adjacent construction and finishes damaged during demolition and extension work. Patch openings to match existing surrounding finishes.

- B. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- C. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified. This includes the extension of the circuit from the last active device to the next device in the system to be activated.
- D. Equipment removal in certain locations may require the installation of a junction box to reconnect circuits that remain in operation. Extend conduit and wiring as required to maintain power to remaining equipment.
- E. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- F. Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

6.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or are to be reused.
- B. Panelboards: Within the project scope. Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Electrical items (i.e., lighting fixtures, panelboard motor controllers, disconnects, switches, conduit, wire, etc.) Removed and not relocated remain the property of the owner. The contractor shall dispose of material the owner does not want.

6.5 ASBESTOS REMOVAL

- A. If this Contractor shall discover the presence of asbestos material, he shall cease work immediately and notify Owner architect and Engineer of condition.

6.6 INSTALLATION

- A. Install relocated materials and equipment under the provisions of Division 26 Specifications.

END OF SECTION 260502

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 7 – GENERAL

7.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

7.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

7.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

7.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

7.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 8 – PRODUCTS

8.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. [Alpha Wire.](#)
 - 2. [Belden Inc.](#)
 - 3. [Encore Wire Corporation.](#)
 - 4. [General Cable Technologies Corporation.](#)
 - 5. [Southwire Incorporated.](#)

- B. Aluminum and Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2, Type THHN-THWN-2, Type USE.
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for Type USE with ground wire.
- E. All conductors shall be rated 600 volts.

8.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. [AFC Cable Systems, Inc.](#)
 - 2. [Gardner Bender.](#)
 - 3. [Hubbell Power Systems, Inc.](#)
 - 4. [Ideal Industries, Inc.](#)
 - 5. [IlSCO](#); a branch of Bardes Corporation.
 - 6. [NSi Industries LLC.](#)
 - 7. [O-Z/Gedney](#); a brand of the EGS Electrical Group.
 - 8. Thomas and Betts Corp.
 - 9. [3M](#); Electrical Markets Division.
 - 10. [Tyco Electronics.](#)
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
 - 1. Split Bolt Connectors: Not acceptable.
 - 2. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
 - 3. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
 - 4. All wire connectors used in underground or exterior pull boxes shall be gel filled twist connectors or a connector designed for damp and wet locations.
 - 5. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
 - 6. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic copper tubing; internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.

8.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 9 – EXECUTION

9.1 CONDUCTOR MATERIAL APPLICATIONS

9.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type SE or Type USE multiconductor cable.

9.3 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

9.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

9.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

9.6 FIELD QUALITY CONTROL

- A. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 26 05 33

RACEWAYS AND CONDUITS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of raceways is indicated by drawings and schedules. Types of raceways in this section include the following:
 - 1. Electrical Metallic Tubing
 - 2. Flexible Metal Conduit
 - 3. Intermediate Metal Conduit
 - 4. Liquid-Tight Flexible Metal Conduit
 - 5. Rigid Metal Conduit
 - 6. Rigid Nonmetallic Conduit
 - 7. Surface Metal Raceways
- B. NEMA Compliance. Comply with applicable requirements to NEMA standards pertaining to raceways.
- C. UL Compliance and Labeling. Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL listed and labeled.
- D. NEC Compliance. Comply with requirements as applicable to construction and installation of raceway systems.

1.02 METAL CONDUIT AND TUBING

- A. General. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) for each service indicated. Where types and grades are not indicated, provide proper selection determined by installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.
 - 1. Rigid Steel Conduit. FS WW-C-0581 and ANSI C80.1.
 - 2. Rigid Metal Conduit Fittings. FS W-F-408.
 - 3. Use Type 1 Fittings for rain-tight connections.
 - 4. Use Type 1 Fittings for concrete tight connections.
 - 5. Use Type 3 Fittings for other miscellaneous connections.
 - 6. Electrical Metallic Tubing (EMT). FS WW-C-563 and ANSI C80.3 (allowed on a case by case basis only).

NOTE: IN GENERAL EMT RACEWAYS SHALL NOT BE USED ON THIS PROJECT

B. EMT Fittings. FS W-F-408.

1. Use Type 1 Fittings for rain-tight connections.
2. Use Type 2 Fittings for concrete tight connections.
3. Use Type 3 Fittings for other miscellaneous connections.

C. Flexible Metal Conduits. FW WW-C-566, of the following type:

1. Type 2. Zinc-coated steel
2. Flexible Metal Conduit Fittings. FS W-F-406, Type 1, Class 1, and Style A.
3. Liquid-Tight Flexible Metal Conduit. Provide liquid-tight flexible metal conduit; construct of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

1.03 RIGID NON-METALLIC CONDUIT

A. Rigid non-metallic conduit shall be Schedule 80 PVC as indicated, sunlight resistant.

2. Rigid non-metallic conduit shall be manufactured in accordance with NEMA TC-2 - Electrical Plastic Tubing and Conduit, and UL-651 - Standard for Rigid Non-metallic Conduit.
3. Manufacturers, or Approved equal
 - a. Carlon
 - b. Condux

1.04 WIREWAYS

- A. General. Provide electrical raceways of types, grades, sizes, weights (wall thicknesses), number of channels, for each type service indicated. Provide complete assembly of raceway including, but not necessarily limited to, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps and other components and accessories as needed for complete system. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and comply with applicable provisions of NEC for electrical raceways.

PART 2 - PRODUCTS

2.01 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and comply with recognized industry practices.
- B. Coordinate with other work, including metal can concrete deck work, as necessary to interface installation of electrical raceways and components with other work.
- C. Coat under floor metal raceways with bitumastic type protective coating prior to placing concrete.
- D. Level and square raceway runs, and install at proper elevations/heights.
- E. Complete installation of electrical raceways before starting installation of cables/wires within raceways.
- F. Install PVC-coated conduit and fittings in highly corrosive atmospheres, and elsewhere as indicated.
- G. Install flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration.
- H. Install liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration and also where subject to one or more of the following conditions:
 - 1. Exterior location, moist or humid atmosphere where condensate can be expected to accumulate, corrosive atmosphere, subjected to water spray, subjected to dripping oil, grease, or water.
- I. Wherever possible, install horizontal raceway runs above water and steam piping.

END OF SECTION

SECTION 260543
UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 10 – GENERAL

10.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

10.2 SUMMARY

- A. Section Includes:

1. Metal conduits and fittings, including RMC.
2. Rigid nonmetallic duct.
3. Flexible nonmetallic duct.
4. Duct accessories.

10.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Include duct-bank materials, including spacers and miscellaneous components.
2. Include duct, conduits, and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
3. Include underground-line warning tape.

- B. Sustainable Design Submittals:

1. Product Data: For adhesives and sealants, indicating VOC content.
2. Laboratory Test Reports: For adhesives and sealants, indicating compliance with requirements for low-emitting materials.

10.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: For duct and duct bank. Show duct profiles and coordination with other utilities and underground structures.

1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
2. Drawings shall be signed and sealed by a qualified professional engineer.

- B. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.

- C. Source quality-control reports.

- D. Field quality-control reports.

10.5 MAINTENANCE MATERIALS SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

10.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

10.7 FIELD CONDITIONS

- A. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted on Drawings.
- B. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 11 – PRODUCTS

11.1 METAL CONDUIT AND FITTINGS

- A. RMC: Comply with ANSI C80.1 and UL 6.
- B. Coated Steel Conduit: PVC-coated RMC
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Allied Tube & Conduit; a part of Atkore International.
 - 2. Republic Conduit.
 - 3. Thomas & Betts Corporation; A Member of the ABB Group.
 - 4. Western Tube and Conduit Corporation.
 - 5. Wheatland Tube Company.

11.2 RIGID NONMETALLIC DUCT

- A. Underground Plastic Utilities Duct: Type EPC-80-PVC and Type EPC-40-PVC RNC, complying with NEMA TC 2 and UL 651, with matching fittings complying with NEMA TC 3 by same manufacturer as duct.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Allied Tube and Conduit; a part of Atkore International.
 - 2. CANTEX INC.
 - 3. Kraloy.
 - 4. Lamson & Sessions; Carlong Electrical Products.

5. Thomas & Betts Corporation; A Member of the ABB Group.
- C. Solvents and Adhesives: As recommended by conduit manufacturer.
1. VOC Content: 510 g/L or less for PVC conduit and fittings.
- 11.3 FLEXIBLE NONMETALLIC DUCTS
- A. HDPE Duct: Type EPEC-40 HDPE and Type EPEC-80 HDPE, complying with NEMA TC 7 and UL 651A.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ARNCO Corp.
 - b. Carlton; a brand of Thomas & Betts Corporation.
 - c. Premier Conduit.
- B. Continuous HDPE: Comply with UL651A

11.4 DUCT ACCESSORIES

- A. Duct Spacers: Factory-fabricated, rigid, PVC interlocking spacers; sized for type and size of duct with which used, and selected to provide minimum duct spacing indicated while supporting duct during concreting or backfilling.
- B. Underground-Line Warning Tape: Comply with requirements for underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."

11.5 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.

PART 12 – EXECUTION

12.1 PREPARATION

- A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.

- C. Clear and grub vegetation to be removed and protect vegetation to remain according to Section 311000 "Site Clearing." Remove and stockpile topsoil for reapplication according to Section 311000 "Site Clearing."

12.2 UNDERGROUND DUCT APPLICATION

- A. Bored Underground Duct: Type EPEC-40-HDPE and Type EPEC-80-HDPE, unless otherwise indicated.
- B. Underground Ducts Crossing Paved Paths, Walks, Driveways, and Roadways]: Type EPC-40 PVC RNC, encased in reinforced concrete.
- C. Stub-ups: Concrete-encased RNC, RMC, and PVC-coated GRC.

12.3 EARTHWORK

- A. Excavation and Backfill: Comply with Section 312000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restoration: Replace area immediately after backfilling is completed or after construction vehicle traffic in immediate area is complete.
- C. Restore surface features at areas disturbed by excavation and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants."
- E. Cut and patch existing pavement in the path of underground duct, duct bank, and underground structures according to "Cutting and Patching" Article in Section 017300 "Execution."

12.4 DUCT AND DUCT-BANK INSTALLATION

- A. Horizontal Directional Drilling
 - 1. Entire drill path shall be accurately surveyed, with entry and exit stakes placed and coordinated with other contractors. If using a magnetic guidance system, entire drill path shall be surveyed for any surface geo-magnetic variations or anomalies.
 - 2. Any utility locates within 20 feet of the bore path shall have the exact location physically verified by hand digging or vacuum excavation. Restore inspection holes to original condition after verification.
- B. Underground-Line Warning Tape: Bury conducting underground line specified in Section 260553 "Identification for Electrical Systems" no less than 12 inches (300 mm) above all concrete-encased duct and duct banks and approximately 12 inches (300 mm) below grade. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

12.5 GROUNDING

- A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

12.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Demonstrate capability and compliance with requirements on completion of installation of underground duct, duct bank, and utility structures.
 - 2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 12-inch- (300-mm-) long mandrel equal to duct size minus 1/4 inch (6 mm). If obstructions are indicated, remove obstructions and retest.
- B. Correct deficiencies and retest as specified above to demonstrate compliance.
- C. Prepare test and inspection reports.

12.7 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump.
 - 1. Sweep floor, removing dirt and debris.
 - 2. Remove foreign material.

END OF SECTION 260543

SECTION 32 12 16

PAVING

PART I - GENERAL

1.01 WORK INCLUDED

- A. The work covered and described in this section includes the furnishing and construction of paved surfaces, including roadways, driveways, bicycle paths, shoulders, and other paved surfaces, or paving work as shown or indicated on the drawings, specified herein, and as listed in this contract.
- B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road Bridge Construction" latest Edition (Divisions II and III) and Design Standards", latest Edition, including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Owner/Engineer shall determine which shall govern. Reference to the Department of Transportation Standards, to the Department or its representatives shall be interpreted for this contract to be the Owner/Engineer or their authorized representative.

PART II - MATERIALS

2.01 SUBBASE

- A. The materials used should be high bearing value soil, sand-clay, ground limestone, crushed limerock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.02 BASE COURSE

- A. The base course material used shall be that specified in the plan sheets or contract documents. If no base material is specified, limerock shall be used, unless otherwise indicated. All base material shall be approved by the Owner/Engineer and supplied by the Contractor.
- B. The limerock base material shall have a minimum of 70% carbonates, calcium and magnesium and no more than 3% water sensitive clay. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10. The average LBR value of the material shall be no less than 100, nor be large amounts of extremely hard pieces of clay pockets.

- C. Soil-cement base shall be composed of a combination of soil and Portland cement uniformly mixed, moistened, compacted, finished, and cured. The soil shall be either existing in-place material or that brought from borrow locations. All soil must meet the requirements set forth in FDOT Standards and Specifications for Road and Bridge Construction Latest Edition, The cement used shall be Portland cement Type I or I-P and water shall be free from any substances deleterious to hardening of the soils-cement mixture.
 - 1. The soil-cement mixture shall be proportioned in accordance with a design mix prepared by a testing laboratory and approved by the Owner/Engineer. The design mix shall be submitted for approval at least 30 calendar days prior to beginning of soil-cement construction. The cement content shall be expressed in percentage of dry weight of the soil. Rate of application shall be based on the maximum density of the soil, determined in accordance with AASHTO T 99 and a thickness one inch greater than the base course thickness shown on the plans.
- D. Asphalt base courses shall have a bituminous material content of asphalt cement, viscosity Grade AC-20 or AC-30, meeting the requirements of FDOT Standards and Specifications for Road and Bridge Construction, Latest Edition. The bituminous mixture shall be composed of a combination of aggregate, bituminous material. The job mix formula, as established by the Contractor, must be approved by the Owner/Engineer. The asphalt base mix shall be within the design ranges specified for mix Type ABC-3 or S-II, (Use of any other mix is subject to the approval of the Owner/Engineer.). The constituents of the mixture shall be combined to produce a mixture having Marshal properties within the limits of Appropriate Table of the FDOT Standards and Specifications for Road and Bridge Construction, latest Edition.
- E. Coquina shell used in the base course shall have an organic material of not greater than 0.5% or contain significant quantities of sand or other impurities which would prevent bonding. At least ninety-seven percent (97%) of the coquina used shall pass through a three and one-half inch (3-1/2") ring.
- F. Recycled concrete aggregate used in the base course shall conform to Appropriate Section, graded aggregate base, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.03 PRIME AND TACK COATS

- A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.
- B. The prime coat shall be Cut-back asphalt Grade RC-70 or RC-250; Emulsified Asphalt Grades SS-I , CSS-I, SS-1H or CSS-1H diluted in equal proportion with

water or other types and grades of bituminous material specified or approved by the Owner/Engineer.

- C. The tack coat shall be RA-500 heated to a temperature of 250° to 300° For undiluted Emulsified Asphalt, Grades RS-1 or RS-2 heated to a temperature of 140° to 180°F,
- D. A cover material must be placed on the prime coat to insure that the prime coat remains intact until the surface course is placed.

2.04 ASPHALT WEARING SURFACE

- A. The bituminous wearing surface applied shall be that specified in the plan sheets or contract documents. If no asphalt mix is specified, Type SP-9.5 Super Pave asphaltic concrete shall be used as the paving material, unless otherwise indicated.
- B. The asphaltic mixture shall be transported to the site at a temperature of 300E F to 350E F. Mixtures that have cooled below 270E F will be rejected. The mix temperature will be taken on the first five loads each day and on an average of once every five loads thereafter.
- C. The Contractor is entirely responsible for producing a homogenous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture. Prior to the production of any asphalt paving mixture, the Contractor shall submit, in writing, a proposed job mix formula, at least two weeks prior to the beginning of any paving activities. All requests for design mix adjustments, redesigns and new design mixes will be submitted, in writing, to the Owner/Engineer.

PART III - EXECUTION

3.01 SUBBASE

- A. Prior to installation of base material, the area shall be graded to within 0.2∇ feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of seventy-five (75) psi or limerock bearing ratio (LBR) greater than forty (40) pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six inch (6") minimum depth.
- B. Density test for subbase materials shall be taken at 300 foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Owner/Engineer's discretion.

3.02 BASE COURSE.

- A. The base course shall be constructed on the prepared subgrade, in accordance with the specifications and plan sheets. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the plan sheets is subject to the approval of the Owner/Engineer. Any deviations not approved by the Owner/Engineer shall be repaired to the satisfaction of the Owner/Engineer at no expense to the Owner.
- B. Limerock Base
 - 1. Limerock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.
 - 2. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Owner/Engineer.
 - 3. The finished surface of the base course shall be checked with a template cut to the required crown and a 15 foot straight edge laid parallel to the center line of the road. All irregularities greater than 1/4" shall be corrected to the satisfaction of the Owner/Engineer.
 - 4. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200 foot intervals at various points in the cross section. Where the compacted thickness is deficient by 1/2" or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.
 - 5. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material.

C. Soil Cement Base

1. Soil-cement mixing shall be either mixed-in-place or a central plant mix.
2. If mixed-in-place, the entire width of the base shall be processed in a single operation, where possible. The specified quantity of cement shall be applied at the required rate by means of an approved method. Mixing will begin within sixty minutes after the cement has been applied. Processing may be to full depth in one course, provided that the satisfactory distribution of cement, water, soil and the specified density can be obtained. If not, construction shall be in courses of such thickness to obtain satisfactory results. Adequate bonding between courses must be achieved. After mixing soil and cement, additional water shall be added, if necessary. After all mixing water has been applied, mixing shall continue until a uniform mixture has been obtained. Excessive concentrations of water shall be avoided.
3. Central plant mixtures shall have been mixed for at least 30 seconds. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader. The layer of soil-cement shall be of uniform thickness and surface contour. The completed base will conform to the required grade and cross section.
4. Compaction of the soil-cement mixture shall begin immediately after mixing is complete. The optimum moisture content and maximum density shall be determined in the field by the methods described in AASHTO T 143. The base shall be compacted to not less than 95% of the maximum density. The soil-cement mix design shall be 350 psi at 28 days, unless otherwise indicated, and moisture content and density tests shall be taken every 300 lineal feet to a minimum depth of six inches.
5. After compaction, the surface shall be shaped to the required lines, grades and cross section. The moisture content of the surface material shall not be more than 2 percent less than the specified optimum moisture content during finishing operations. The finished surface shall be smooth, dense, and free of compaction planes, cracks, ridges and loose material.
6. Construction joints shall be formed by cutting back in the completed work to form a true vertical face. The vertical face shall be a straight transverse line perpendicular to the centerline of the roadway.
7. The finished surface of the base shall be tested with a template and a 15 foot straight edge. All irregularities greater than 1/4" shall be corrected to the satisfaction of the Owner/Engineer.

8. The finished surface shall be kept continuously moist until the surface is treated with either cut-back asphalt, Grade RC-70 applied at .15 to .20 gallons per square yard; or a mixture of emulsified asphalt and water applied at a rate of .20 to .25 gallons per square yard. If the Owner/Engineer deems it necessary, the surface shall be sanded using 10 pounds of clean sand per yard.

D. Asphalt Base Course

1. Asphalt base courses shall be applied in accordance with FDOT Standards and Specifications for Road and Bridge Construction, Appropriate Section. The job mix formula approved for the project shall be used. Any deviation from the approved mix must be submitted to the Owner/Engineer and approved before being implemented.
2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least 40° and rising, provided that the sub-grade is not frozen or affected by frost.
3. A paver, equipped with automatic screed control, shall be used for all machine-laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the string line method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between 300°F and 350°F. Any mixture caught by rain in transit may be laid at the contractor's own risk; if removal and replacement is required, it shall be at the expense of the contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall match those listed in the table below.

E. Recycled Concrete Base Course

1. Recycled concrete base course shall be transported, spread compacted and finished per Appropriate Section, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
2. The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

F. Compaction.

1. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit his sequence of compaction operations to the Owner/Engineer for approval. The equipment used may include, but is not committed to steel-wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.
2. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken for each day's production of paved surface; backscatters shall be taken every 30 feet at various locations in the cross section. Additional testing around manholes or other structures may be required.
3. Testing and density requirements shall not apply to the following construction activities: Asphalt patching courses, leveling and intermediate course less than one inch thick, overbuild courses less than one-inch thick and open graded friction courses.

G. Shell Base Material

1. Shell base material shall be constructed on the prepared subgrade in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.
2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for limerock base, except that the testing methods shall be modified in the laboratory and in the field. At least three density determinations shall be made on each day's final compaction operations.
3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be rewatered and compacted to the required density. The finished surface shall be tested with a template and 15 foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

3.03 ASPHALT WEARING SURFACE

- A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the plans and specifications and in conformity with the indicated lines, grades, and cross sections. If no asphalt mixture is indicated, the specified mixture shall be Type SP-9.5 Super Pave Asphaltic Concrete. A job mix formula shall be submitted to the Owner/Engineer for approval at least two weeks prior to the application of paved surfaces.
- B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by the Owner/Engineer. The temperature shall be at least 40° F and rising. No paving operations will be permitted if it is raining or rain is imminent. The mix shall be between 270°F and 350°F.
- C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the string line method. The depth of each layer shall be checked every 50 feet.
- D. The mixture shall be compacted to its final depth, no less than 1 1/4" and thicker if so indicated. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.
- E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset 6" to 12" laterally between layers.
- F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.
- G. The finished surface shall be tested with a template and 15 foot rolling straight edge. Any irregularities shall be repaired to the satisfaction of the Owner/Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Owner/Engineer.

3.04 CURING COAT

- A. During the period when finishing and surface corrosion of the soil-cement base are being accomplished, the surface of the base shall be kept continuously moist by sprinkling as necessary. As soon as deemed practicable, the curing seal shall be applied to the soil-cement base. The curing seal shall consist of Emulsified Asphalt Grade SS-I or SS-1H, diluted in equal proportion with water, and be applied at the rate of 0.15 to 0.30 gallons per square yard.

- B. The actual rate of application shall be as directed and shall provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense and free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration to the bituminous materials.
- C. Should it be necessary to allow construction equipment or other traffic to use the completed base before the bituminous material has cured sufficiently to prevent pickup or displacement; the bituminous material shall be sanded, using approximately ten pounds of clean sand per yard.

END OF SECTION

SECTION 32 30 00

RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.
- B. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

- A. Standards -Florida Grades and Standards for Nursery Plants, Part 1:
- B. Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

- A. Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. Sod placed in FDOT right-ofway shall be Bermuda.
- B. Sod shall have well matted roots.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.
- D. The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.
- E. Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.
- F. The source of the sod may be inspected and approved by the Engineer prior to construction.

2.02 PLANTS

- A. Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.
- B. Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.
- C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.
- D. Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.
- E. Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

- A. Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

- A. The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic. Contractor is responsible for cost of water. Contractor shall obtain and pay for temporary construction meter if obtained from an existing hydrant.

2.05 PLANTING MIXTURE

- A. The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

- A. Fertilizer shall be granular 8-8-8, or equivalent.
- B. Commercial fertilizers shall comply with the State fertilizer laws.
- C. Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

- A. Asphaltic concrete for surface and base course applications shall be SP9.5 as

specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

- A. Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

- A. All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.
- B. Lawn Areas-Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.
- C. Balled Plants-Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.
- D. Option-Plants may be furnished as container grown instead of balled if all other requirements are met.
- E. Preparation of Plant Pits-All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.
- F. Setting Plants
 - 1. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.
 - 2. Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained

away, backfill around the edge of the pit to form a saucer and fill area three times with water.

G. Water-Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

H. Sod Placement

1. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
 2. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.
 3. The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.
 4. Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.
 5. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
 6. On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
 7. Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.
 8. The sod shall be kept in a moist condition after planting and for the duration of the Contract.
- I. Maintenance-Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.
- B. Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness,

and that for asphalt pavement shall be eight (8) inches of compacted thickness for City driveways. For State or County roads the thickness shall be as required by that agency's permit. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

- C. Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.
- D. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

- A. Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Department of Transportation specifications.

3.04 TESTS

- A. The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION



Addendum No. 1

US1 Undergrounding – Electrical

Project Name: Service Conversions

Client: City of Holly Hill

Project Location: Holly Hill, Florida

Client Representative: Steve Juengst

Project Number: ITB N. 26ST01

Mead & Hunt, Inc. Manager: David King, P.E.

Date: August 29, 2025

Mead & Hunt Inc. Phone: (386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

I. GENERAL

- A. Attached please find the FPL undergrounding drawings for bidders' reference.
- B. If existing conditions at individual properties have changed since the development of the construction drawings, bidders shall modify the scope of work as needed and provide bid pricing accordingly. If service has already been converted to underground and no work is necessary, then bidders should be \$0 for the address.

II. SPECIFICATIONS

- A. Bidders shall submit one original hard copy and one electronic copy on USB flash drive of bid. References to multiple hard copies in the bidding documents should be ignored.

QUESTIONS:

- 1. Will FPL provide and install the service handholes?

Answer: Yes

- 2. How are meters within building enclosures like at 1500 Ridgewood to be handled?

Answer: Bidders should provide connections to existing customer facilities with approved wiring devices per FPL standards and Building Code/NEC. Surface mount equipment above enclosure with connection through top of enclosure/door is recommended at this location. The city will assist with the coordination with property owners for these special circumstances.

- 3. Will MOT permits be required?

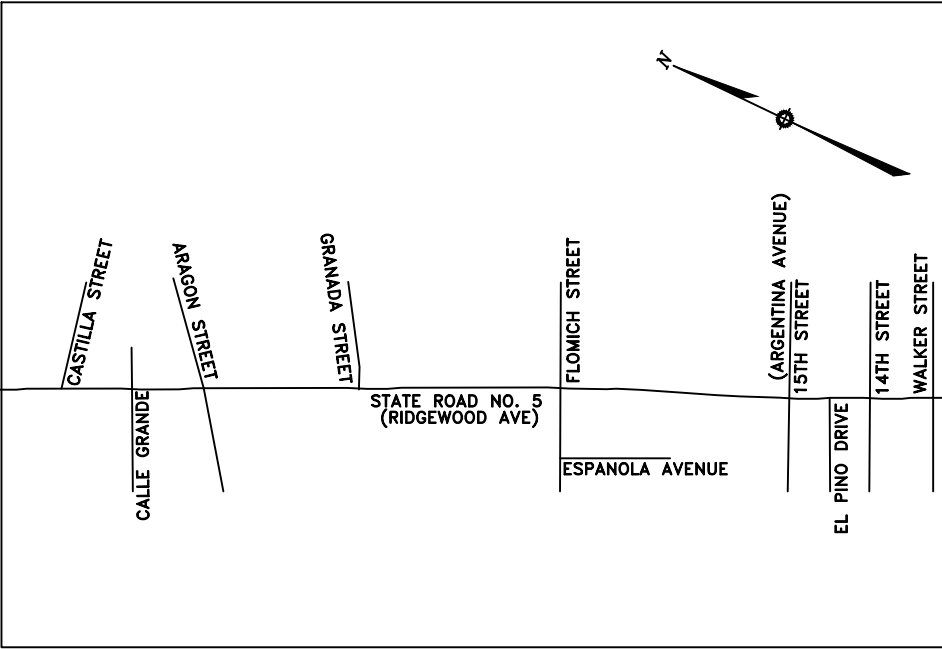
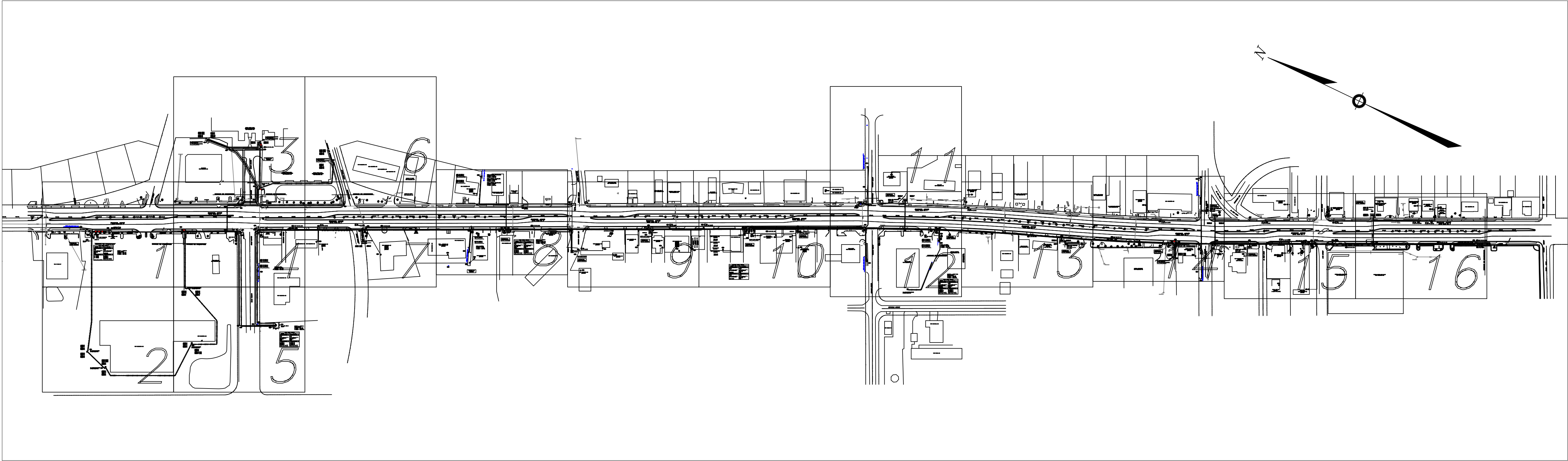
Answer: No. Neither the City nor FDOT will require MOT/right-of-way permits although the Contractor shall provide the applicable MOT measures per FDOT standards for all work impacting vehicular, pedestrian and bicycle traffic.

4. On Sheets E-100 - E-219 it shows multiple services having new TPX and QPX being installed. is this correct or are we to install copper from the FPL hand hole to the new meter?
Answer: Bid drawings show copper. TPX/QPX may have been shown on preliminary plans that bidders may have been privy to.
5. On Sheets E-205 @ 1500 Ridgewood Ave. shows a structure built around the main electrical service to the building. After walking the site, we will need to remove that structure completely to perform the shown scope of work. Will we need to rebuild that structure back?
Answer: See 2 above.
6. Will FPL be providing the hand holes and installing them? Will FPL be providing a ROW for all materials and we are only responsible for the installation of conduit only?
Answer: See 1 above. Contractor to provide and install all conduit and wire.
7. On sheet E-016 located @ 1688 Ridgewood Ave & 1700 Ridgewood Ave it shows 2 buildings. on building 1688 there are 3 meters shown, on building 1700 there is no work shown. the plan E-016 shows re-routing power underground to an existing pole, from there it stops. How do we re-power building 1688 services? there is no connecting power from one existing pole to the other.
Answer: Appropriately sized conduit and wire shall be provided between transformer and handhole.
8. On sheet E-016 located @ the corner of Granada St. and Ridgewood Ave shows an underground tie in and routed to a meter in the easement in front of building 1715 Ridgewood Ave. there is currently no power to tie into on the corner. will there be power there in the future for us to extend to the existing meter shown?
Answer: FPL will provide handhole and power to that location. Note 1 reference on plans should be ignored.
9. Will a copy of the FPL plans be released with this project's bid documents?
Answer: See attached.
10. Will a permit and permit fees be needed for each of the 35 service conversions? Will we need to also apply for ROW permits with any work that might need to have their scope involved, like working in the right of way or setting up in the right-of-way for work in the driveways entering the property?
Answer: Contractor is responsible for acquiring individual building/electrical permits; city will waive fees. See 3 above regarding ROW permits.
12. All the plans show HDPE conduit to be installed. if we are not directional drilling the conduit and we are hand digging some area's can we use PVC conduit, if so please specify what type of PVC conduit is allowed or permitted on this project.
Answer: SCH 40 PVC is acceptable for underground conduit (SCH 80 PVC shall be used for all above ground conduit).
13. Are Electrical contractors allowed to submit a bid as Prime contractor or do they have to be a subcontractor under a General Contractor?
Answer: Duly licensed/bonded electrical contractors can bid as prime.

END OF ADDENDUM

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:01



American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

NAVD	= NORTH AMERICAN VERTICAL DATUM	-X-	= CHAINLINK FENCE
TRAV.PT.	= TRAVERSE POINT	-A-	= VINYL FENCE
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION	-OHL-	= OVERHEAD UTILITY LINE
		-STM-	= STORM SEWER PIPE
			= TREE/HEDGE LINE
CMP	= CORRUGATED METAL PIPE		
CPP	= CORRUGATED PLASTIC PIPE		
HDPE	= HIGH DENSITY POLYETHYLENE PIPE		
PVC	= POLYVINYL CHLORIDE PIPE		
RCP	= REINFORCED CONCRETE PIPE		
RCPE	= REINFORCED CONCRETE PIPE ELLIPTICAL		
VCP	= VITRIFIED CLAY PIPE		
INV	= INVERT		
PB	= PLAT BOOK		
ORB	= OFFICIAL RECORDS BOOK		
LB	= LICENSED BUSINESS		
LS	= LICENSED SURVEYOR		
RLS	= REGISTERED LAND SURVEYOR		
PSM	= PROFESSIONAL SURVEYOR AND MAPPER		
PRM	= PERMANENT REFERENCE MONUMENT		
ID	= IDENTIFICATION		
STA	= STATION		
NAD	= NORTH AMERICAN DATUM		

LEGEND & ABBREVIATIONS:

>	= BACKFLOW PREVENTER	XX	= LANDSCAPE LIGHTING
h	= BENCH		= LIGHT POLE
☼	= BUSH	✉	= MAILBOX
☼	= BURIED TELEPHONE PEDESTAL	☼	= MITERED END SECTION
■	= CONCRETE MONUMENT	☼	= MONITORING WELL
⊙	= CLEAN OUT	○	= NAIL W/DISC
⊙	= DRAINAGE MANHOLE	◇	= UTILITY POLE
⊙	= ELECTRIC FIXTURE	•	= POST/BOLLARD
⊙	= ELECTRIC SERVICE METER	⊙	= SANITARY MANHOLE
☼	= FIRE DEPARTMENT CONNECTION	—	= NON-TRAFFIC SIGN
☼	= FLAT GRATE INLET	☼	= SERVICE POLE
☼	= FIRE HYDRANT	☼	= TRAFFIC CONTROLLER CABINET
☼	= FLAGPOLE	☼	= TRAFFIC SIGNAL HEAD
☼	= GREASE TRAP	☼	= TRAFFIC SIGN
☼	= DOWN GUY	☼	= TRANSFORMER ON SLAB
☼	= GAS VALVE	☼	= TRAFFIC SIGNAL SPAN POLE
☼	= WATER SPIGOT	☼	= UTILITY MARKER
☼	= HAND HOLE	☼	= VAULT
☼	= IRON PIPE	☼	= WELL
☼	= IRON ROD	☼	= WATER METER
☼	= IRRIGATION VALVE BOX	☼	= WATER VALVE
H	= HOLLY	☼	= YARD DRAIN
L	= LAUREL OAK	☼	
MA	= MAGNOLIA	☼	
MY	= MYRTLE	☼	
O	= OAK	☼	
UK	= UNKNOWN	☼	
W	= WILLOW	☼	

DESCRIPTION:

A portion of Section 42, Township 14 South, Range 32 East, lying in Volusia County, Florida.

SURVEYOR'S REPORT:

- UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
- EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
- MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
- THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
- UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
- SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
- FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- VERTICAL INFORMATION SHOWN HEREON REFERS TO A NATIONAL GEODETIC SURVEY (NGS) POINT WITH DESIGNATION "GIS 0131 KAREN MCKEE", PID NUMBER AK7129 AND HAS A PUBLISHED ELEVATION OF 79.26 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88).
- HORIZONTAL FEATURES SHOWN ON THE MAP REFER TO A NATIONAL GEODETIC SURVEY POINT WITH DESIGNATION "GIS 0131 KAREN MCKEE", PID NUMBER AK7129 AND IS RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. DISTANCES SHOWN ARE GRID DISTANCES.
- IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
- RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE VOLUSIA COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

GENERAL NOTES:

- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
- CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
- CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
- ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
- ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS.
- A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
- ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
- 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCUS OF BURIED FACILITIES. DIG WITH CAUTION.
- LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
- EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
- CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS.
- CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

ATTENTION
ROW AGREEMENT

IMPORTANT:
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DISCLAIMER:
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CALL:1-800-432-4770
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DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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PRELIMINARY

TWNP:14 RNC:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL COVER DWG NO. 12158163 IWR: - -	
Initials	Cert. Date	Foreman's Signature	Date	Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒	DRAWN BY		A. VOZZA
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet	DATE		11/15/24
Supervisor's Signature				Date		Duct Bank Feet	MAP NO.		DY-0954
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	0 15 30 60 FEET		
Foreman's Signature				Date					

- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH ELECTRONIC MARKERS PER DCS UN-15.0.0
- (XXX') DENOTES CABLE PULL DISTANCES
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
- MAINTAIN A MINIMUM 12" SEPARATION IN ALL DIRECTIONS FROM ALL UNDERGROUND FACILITIES. REFER TO GENERAL NOTE 10
- DIRECTIONAL BORE TO BE INSTALLED AT A MINIMUM OF 36" DEEP UNLESS OTHERWISE NOTED
- INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE-PHASE TRANSFORMER PER DCS G-11.0.0
- INSTALL ALL HAND HOLES (HH) PER DCS L-17.0.7
- ALL PRIMARY AND SECONDARY CABLES ARE TO BE INSTALLED WITHIN ROW UNLESS OTHERWISE SPECIFIED.
- REFER TO PERMITS FOR INFO ON ROAD CROSSINGS.

INSTALL FEEDER RISERS (5) & INSTALL PRIMARY RISERS (4)

LOC 1:

- INSTALL FEEDER RISER PER DCS UH-15.0.0 FIG. 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- CONNECT TO ABC₆ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 7:

- INSTALL FEEDER RISER PER DCS UH-18.0.0 FIG 2 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- CONNECT TO ABC₆ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 9:

- INSTALL FEEDER RISER PER DCS UH-18.0.0 FIG 2 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- CONNECT TO ABC₆ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 9:

- INSTALL FEEDER RISER PER DCS UH-17.0.0 FIG 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- CONNECT TO ABC₆ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 10:

- INSTALL FEEDER RISER PER DCS UH-17.0.0 FIG 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- CONNECT TO ABC₆ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 15:

- INSTALL PRIMARY RISER PER DCS UH-15.2.0
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABC₆ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABC₆ @ 300 SOLID BLADE

LOC 18:

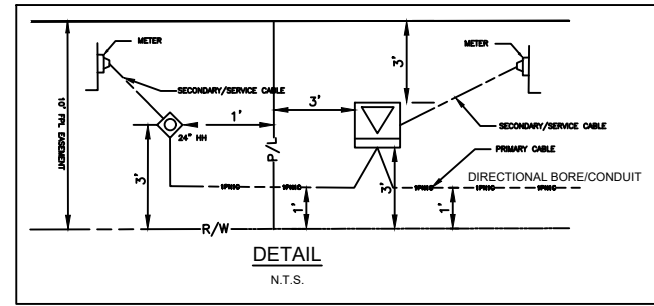
- INSTALL PRIMARY RISER PER DCS UH-15.2.0
- INSTALL 1-5" U-GUARD ON NORTHWEST FACE OF POLE
- FUSE BC₆ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- FUSE BC₆ @ 300 SOLID BLADE

LOC 19:

- INSTALL PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABC₆ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABC₆ @ 300 SOLID BLADE

LOC 25:

- INSTALL PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABC₆ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABC₆ @ 300 SOLID BLADE



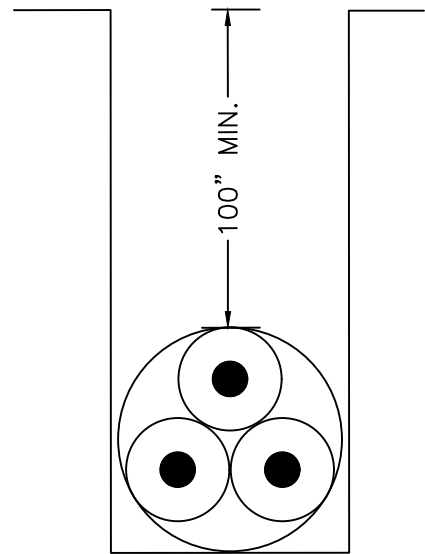
ATTENTION

ROW AGREEMENT

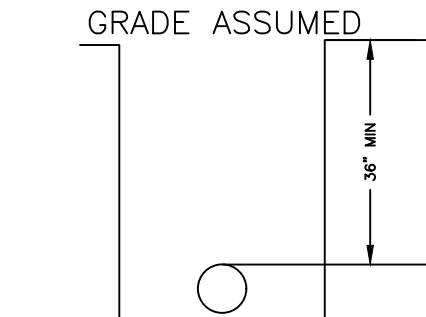
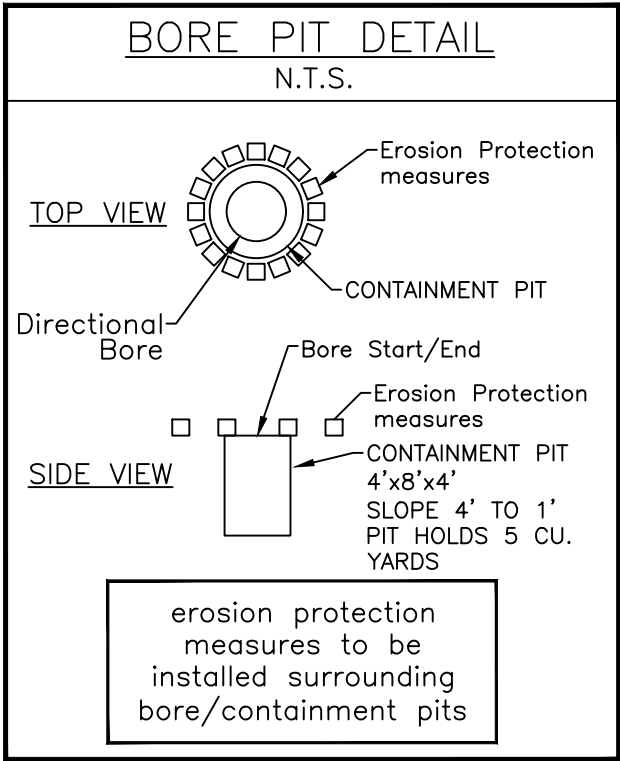
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CONSTRUCTION

A diagram showing a person inside a container. A vertical double-headed arrow indicates a minimum clearance of 60 inches from the top of the container to the top of the person's head.

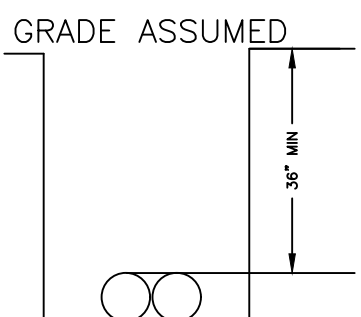
2-2" DUCT WITH
6" REAM



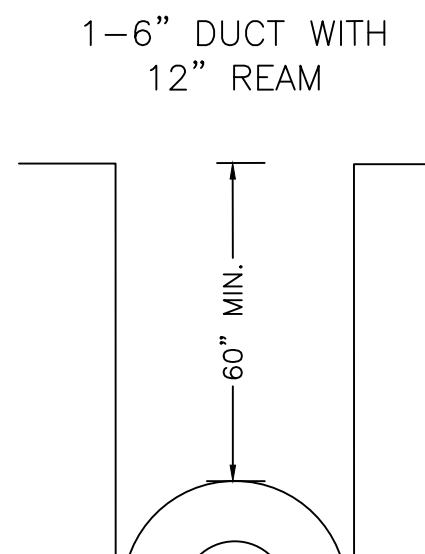
3-2" DUCT WITH
10" REAM



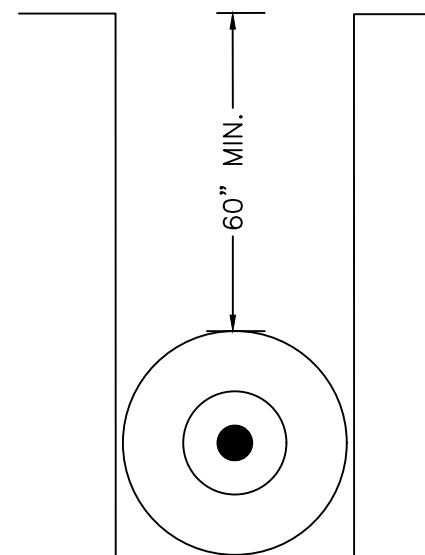
1-2 HDPE CONDUIT
MAINTAIN 12" SEPARATION
FROM OTHER UTILITIES



2-2" HDPE CONDUIT
MAINTAIN 12" SEPARATION
FROM OTHER UTILITIES



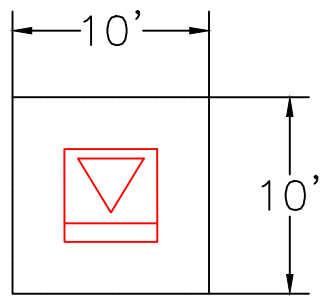
1-6" DUCT WITH
12" REAM



1-2" DUCT WITH
6" REAM

TYPICAL PROPOSED
SECONDARY PEDESTAL:

- SMALL & LARGE
- REQUIRED EASEMENT
5' x 5'
- UNLESS OTHERWISE NOTED

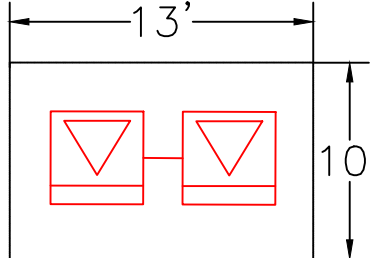
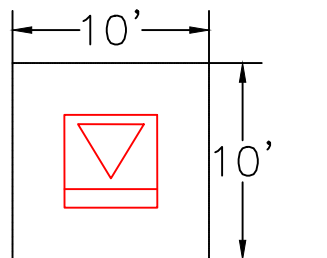


TYPICAL PROPOSED
TRANSFORMER LAYOUT:

- THREE PHASE
- REQUIRED EASEMENT
10' X 10'
- UNLESS OTHERWISE NOTED

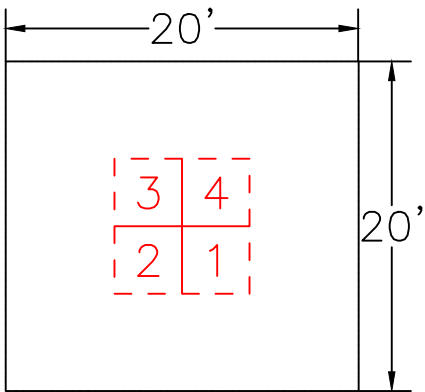
TYPICAL PROPOSED
TRANSFORMER LAYOUT:

- SINGLE PHASE
- REQUIRED EASEMENT
10' X 10'
- UNLESS OTHERWISE NOTED



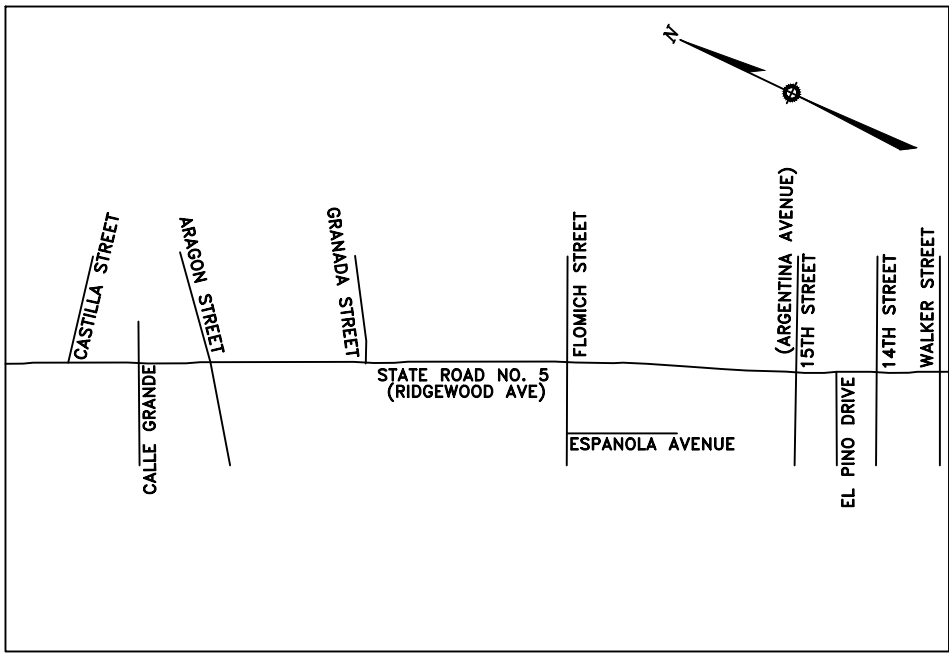
TYPICAL PROPOSED
TRANSFORMER LAYOUT:

- OPEN DELTA
- REQUIRED EASEMENT
13' x 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

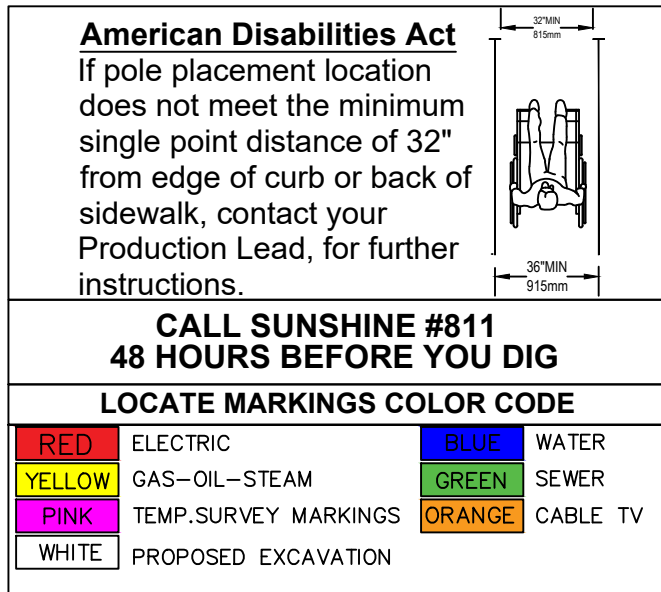
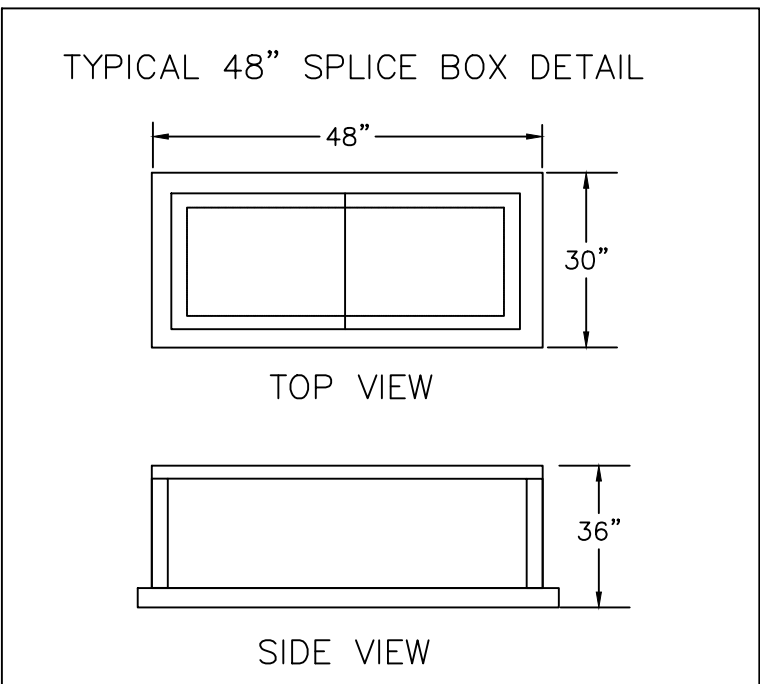
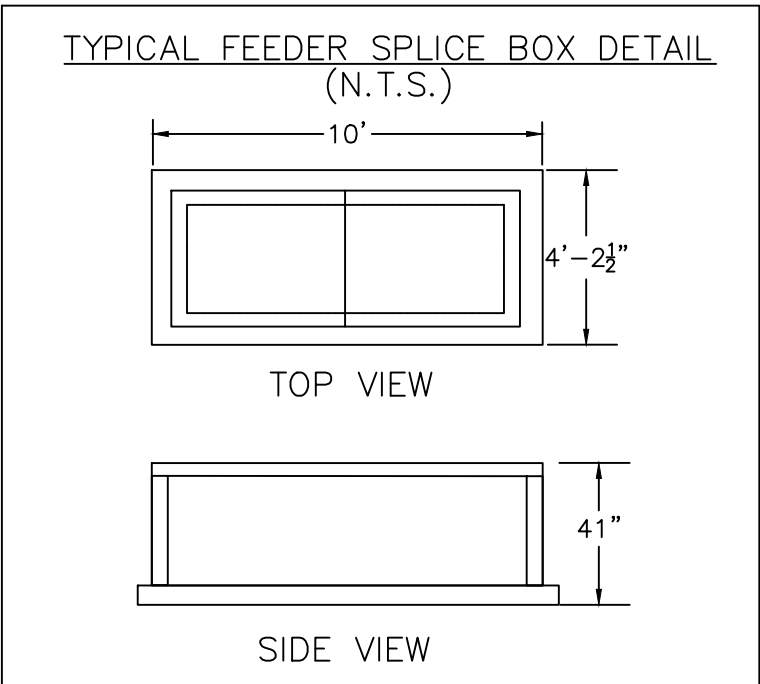
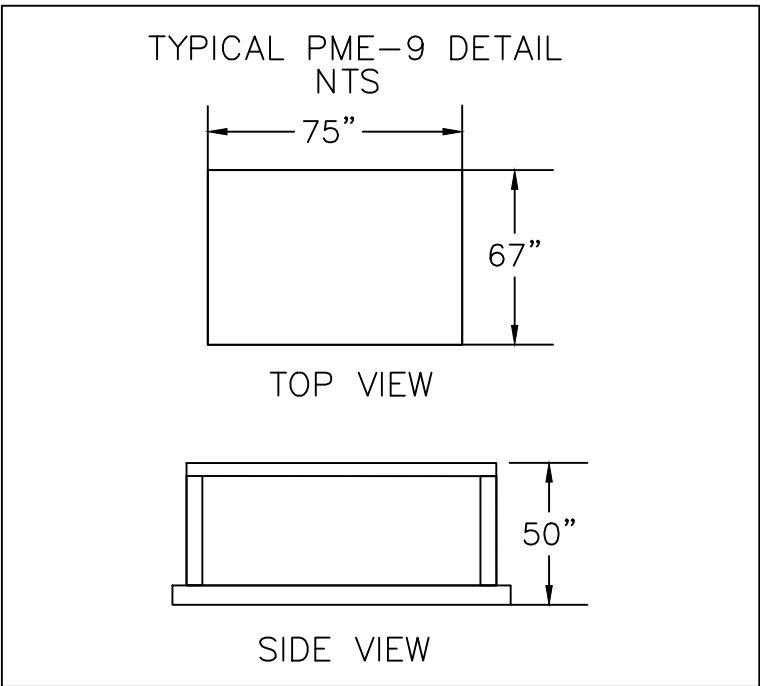
- PME SWITCHES
- REQUIRED EASEMENT 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



	EDGE OF PAVEMENT
	EXISTING RIGHT OF WAY
	PROPOSED EASEMENT
	PROPOSED PRIMARY
	PROPOSED SPLICE BOX
	PROPOSED HANDHOLE

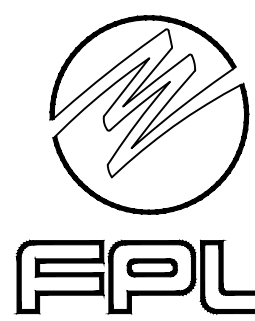
_____ CENTURYLINK CABLES
 _____ SEWER GRAVITY MAIN
 _____ WATER MAIN
 _____ GAS MAIN

1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THE BEST OF CONTRACTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN. COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12' RADIAL CLEARANCE SHALL BE MAINTAINED FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4370 TO HAVE UTILITIES MARK FIELD LOCUS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS IN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND NOISE IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.



TWNP: 14 RNG: 32 SEC: 42 QTR: _____

PRELIMINARY



DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL
DRAWN BY	A. VOZZA	
DATE	11/15/24	
MAP NO.	DY-0954	
		DWG. NO. NOTES 1 WR:12158163 IWR: — —

PAD MOUNT TRANSFORMER INSTALLATION
- ALL PMTX ARE TO BE INSTALLED IN 10' UTILITY EASEMENT IN FRONT OF PROPERTY ALL PMTX MUST MAINTAIN A MINIMUM 3' CLEARANCE ON THE SIDES & BACK OF TX, AND 8' MINIMUM CLEARANCE IN FRONT PER DCS UN-21.0.0

REPLACE 150 KVA PMTX (CE) WITH 150 KVA PMTX (CT) (2 [1 STANDARD & 1 N.O.])
INSTALL 150 KVA 3ø PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 12, LOC 27 (N.O.)

REPLACE 300 KVA PMTX (CE) WITH 300 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 300 KVA 3ø PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 13

REPLACE 500 KVA PMTX (CE) WITH 500 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 500 KVA 3ø PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 14

INSTALL 25 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 25 KVA Aø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 11
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 50 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 50 KVA Bø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 20
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 75 KVA Cø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 23
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 100 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 100 KVA Bø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 21
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 167 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 167 KVA Bø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 22
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75/50 KVA PMTX (4 [3 STANDARD & 1 N.O.])
- INSTALL 75/50 KVA PH ABø PMTX (120/240V) (2) PER DCS I-68.0.2 @ LOC 16 (N.O.), LOC 30
- INSTALL 75/50 KVA PH BCø PMTX(120/240V) (2) PER DCS I-68.0.2 @ LOC 24, LOC 26
- INSTALL CONCRETE PAD PER UX-115.0.1

INSTALL 100/50 KVA PMTX (2 STANDARD TOTAL)
- INSTALL 100/50 KVA PH BCø PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 28
- INSTALL 100/50 KVA PH CAø PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 29
- INSTALL CONCRETE PAD PER UX-115.0.1

CHANGE TRANSFORMER TO NORMALLY OPEN (1 TOTAL)
- CHANGE 150 KVA 3ø PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 33
- CHANGE 1000 KVA 3ø PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 32
-

Secondary/Service Cable Notes				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Conduit
11-11.1	1/0A TPX	83	74	1-2" HDPE
16-16.1	2-4/0A TPX	442	433	2-2" HDPE
16-16.2	4/0A OPX	205	196	1-2" HDPE
16-16.3	4/0A TPX	46	37	1-2" HDPE
20-20.1	4/0A TPX	35	26	1-2" HDPE
20-20.3	2-4/0A TPX	223	214	2-2" HDPE
20-20.2	4/0A TPX	191	182	1-2" HDPE
21-21.1	4/0A TPX	99	90	1-2" HDPE
22-22.1	2-4/0C TPX	185	176	2-2" HDPE
24-24.1	1/0A TPX	179	170	1-2" HDPE
24-24.2	2-4/0A TPX	252	243	2-2" HDPE
28-28.1	2-4/0C OPX	229	220	2-2" HDPE
28-28.2	2-4/0A TPX	218	209	2-2" HDPE
29-63	1/0A TPX	65	51	1-2" HDPE
29-29.1	4/0A OPX	194	185	1-2" HDPE
29-29.2	2-4/0C TPX	175	166	2-2" HDPE
29.2-64	2-4/0C TPX	316	305	2-2" HDPE
29-29.3	2-4/0A OPX	255	246	2-2" HDPE
30-30.1	4/0A OPX	166	157	1-2" HDPE
30-30.2	2-4/0A TPX	197	188	2-2" HDPE
30-30.3	2-4/0A TPX	250	241	2-2" HDPE
30.3-72	1/0A TPX	70	59	1-2" HDPE
30.3-73	4/0A TPX	87	76	1-2" HDPE
TOTAL		4162	3944	

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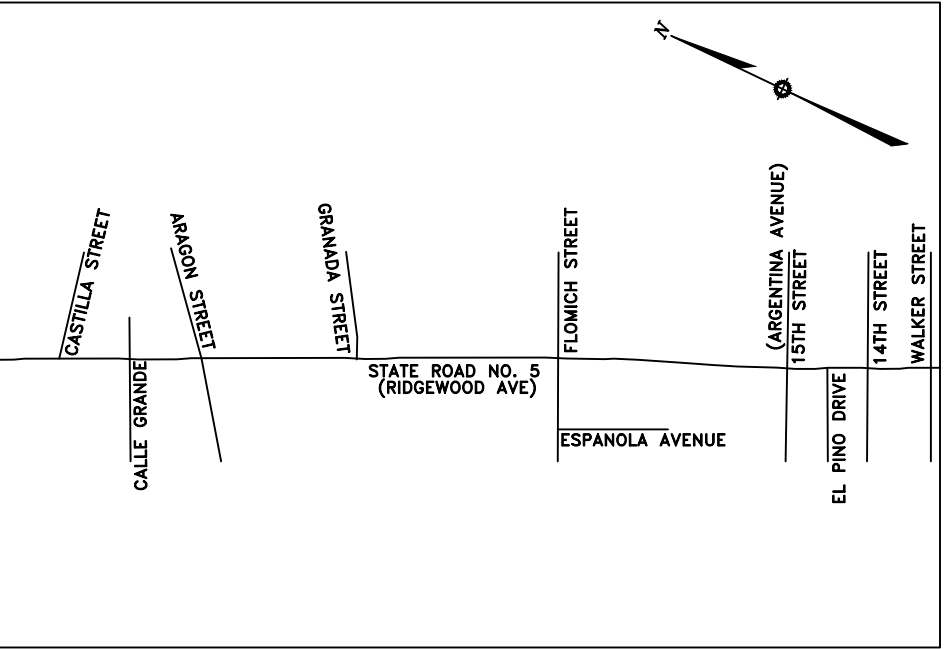
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NOTES CONTINUE:

- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement?		YES ☒	NO ☐	Survey/Stake?		YES ☐	NO ☒	Work with SMO?		YES ☐	NO ☒		
Initials	Cert. Date	Foreman's Signature		Date		Tree Work?		YES ☐	NO ☒	Designer/Stake?		YES ☐	NO ☒	CT/Special Mtr?		YES ☐	NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Map Posting?		YES ☒	NO ☐	Trench Feet			Duct Bank Feet				
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	FPL FIELD REPORT	CITY	DR. DIST.	COUNTY	AIR	STATE RD	X	FAA					
						WMD	RR XING	COUNTY RD.	TRANSM.								
Foreman's Signature		Date		Posted by		Telephone Request?		YES ☐	NO ☒	CATV Request?						YES ☐	NO ☒

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



- EDGE OF PAVEMENT
- EXISTING RIGHT OF WAY
- PROPOSED EASEMENT
- PROPOSED PRIMARY
- PROPOSED SPLICE BOX
- PROPOSED HANDHOLE

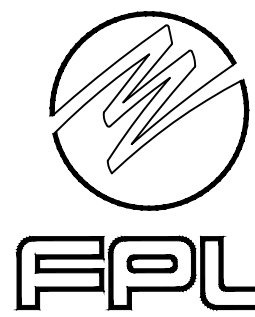
UTILITY LEGEND

- CENTURYLINK CABLES
- SEWER GRAVITY MAIN
- WATER MAIN
- GAS MAIN

- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCOS OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
 - CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
 - PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

PRELIMINARY

TWNP:14__ RNG:32__ SEC:42__ QTR:_____



DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL NOTES 2
DRAWN BY	A. VOZZA	
DATE	11/15/24	
MAP NO.	DY-0954	
0 15 30 60 FEET		DWG NO.
		WR:12158163 IWR: - -

CONDUIT INSTALLATION:
- INSTALL PULLING CORD IN ALL SPARE CONDUIT AND SECURE EACH END OF CONDUIT
- INSTALL DUCT PLUGS IN ALL SPARE CONDUITS
- THE INTERIOR OF THE DUCT SHALL BE CLEAN TO ENSURE REMOVAL OF FOREIGN MATTER TO ENSURE NO DAMAGE TO CABLE
WHILE PULLING
- A MINIMUM SLOPE OF 3" EVERY 100' IS REQUIRED TO PREVENT ANY BUILD UP OF SEDIMENT IN THE DUCT
- ALL CONDUITS SHALL BE INSTALLED WITHIN THE EDGE OF PAVEMENT AND RIGHT OF WAY UNLESS OTHERWISE SPECIFIED

CABLE INSTALLATION:
- FOR ALL PULLS IT IS RECOMMENDED THAT A SPONGE SPREADER BE USED TO LUBRICATE AHEAD OF CABLE INSTALLATION, CONSIDER USING 1 GALLON OF APPROVED LUBRICANT EVERY 200' OF CABLE. REFER TO UN-28.0.3 FOR MORE INFORMATION

Feeder Cable Pulling Notes				
Location	Duct Type	Cable Type	Cable Length (ft)	Duct Length (ft) Direction
1 - 2	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	86	33 2 -> 1
2 - 2.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	629	599 2 -> 2.5
2.5 - 3	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	489	459 3 -> 2.5
3 - 3.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	598	568 3.5 -> 3
3.5 - 4	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	842	812 3.5 -> 4
4 - 4.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	584	554 4.5 -> 4
4.5 - 5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	413	383 5 -> 4.5
5 - 6	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	769	729 6 -> 5
6 - 6.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	700	670 6.5 -> 6
6.5 - 6.6	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	757	737 6.6 -> 6.5
6.6 - 6.7	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	672	652 6.7 -> 6.6
5 - 7	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	743	690 5 -> 7
5 - 8	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	624	571 8 -> 5
9 - 10	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	453	387 9 -> 10
TOTAL			8359	7844

Primary Cable Pulling Notes				
LOOP#: AXXXX1				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
2 - 11	1/0 AL 25 KV XLPE Aφ	41	14	2 -> 11
11.5 - 11.6	1/0 AL 25 KV XLPE Aφ	440	420	11.6 -> 11.5
12 - 13	1/0 AL 25 KV XLPE Aφ	230	216	13 -> 12
13.5 - 13.6	1/0 AL 25 KV XLPE Aφ	179	159	13.6 -> 13.5
14 - 14.5	1/0 AL 25 KV XLPE Aφ	788	771	14.5 -> 14
14.5 - 3	1/0 AL 25 KV XLPE Aφ	507	477	3 -> 14.5
TOTAL		2185	2057	
LOOP#: BXXXX2				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 - 11.6	1/0 AL 25 KV XLPE Bφ	440	420	11.6 -> 11.5
12 - 13	1/0 AL 25 KV XLPE Bφ	230	216	13 -> 12
13.5 - 13.6	1/0 AL 25 KV XLPE Bφ	179	159	13.6 -> 13.5
14 - 14.5	1/0 AL 25 KV XLPE Bφ	788	771	14.5 -> 14
14.5 - 3	1/0 AL 25 KV XLPE Bφ	507	477	3 -> 14.5
TOTAL		2144	2043	
LOOP#: CXXXX3				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 - 11.6	1/0 AL 25 KV XLPE Cφ	440	420	11.6 -> 11.5
12 - 13	1/0 AL 25 KV XLPE Cφ	230	216	13 -> 12
13.5 - 13.6	1/0 AL 25 KV XLPE Cφ	179	159	13.6 -> 13.5
14 - 14.5	1/0 AL 25 KV XLPE Cφ	788	771	14.5 -> 14
14.5 - 3	1/0 AL 25 KV XLPE Cφ	507	477	3 -> 14.5
TOTAL		2144	2043	

ATTENTION
ROW AGREEMENT

IMPORTANT:
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THESE DRAWINGS ARE NOT FOR CONSTRUCTION

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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

Primary Cable Pulling Notes				
LOOP#: AXXXX4				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 - 15	1/0 AL 25 KV XLPE Aφ	337	269	3 -> 15
15 - 16	1/0 AL 25 KV XLPE Aφ	610	570	16 -> 15
16 - 4	1/0 AL 25 KV XLPE Aφ	597	570	4 -> 16
TOTAL		1544	1409	
LOOP#: BXXXX5				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 - 15	1/0 AL 25 KV XLPE Bφ	337	269	3 -> 15
15 - 16	1/0 AL 25 KV XLPE Bφ	610	570	16 -> 15
16 - 18	1/0 AL 25 KV XLPE Bφ	560	520	16 -> 18
18 - 4	1/0 AL 25 KV XLPE Bφ	275	222	4 -> 18
TOTAL		1782	1581	
LOOP#: CXXXX6				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 - 15	1/0 AL 25 KV XLPE Cφ	337	269	3 -> 15
15 - 16.5	1/0 AL 25 KV XLPE Cφ	673	630	15 -> 16.5
16.5 - 18	1/0 AL 25 KV XLPE Cφ	458	415	18 -> 16.5
18 - 4	1/0 AL 25 KV XLPE Cφ	275	222	4 -> 18
TOTAL		1743	1536	
LOOP#: AXXXX7				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 - 19	1/0 AL 25 KV XLPE Aφ	371	318	4 -> 19
19 - 20.5	1/0 AL 25 KV XLPE Aφ	747	704	19 -> 20.5
20.5 - 22.5	1/0 AL 25 KV XLPE Aφ	607	587	EITHER
22.5 - 6	1/0 AL 25 KV XLPE Aφ	679	649	6 -> 22.5
TOTAL		2404	2258	
LOOP#: BXXXX8				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 - 19	1/0 AL 25 KV XLPE Bφ	371	318	4 -> 19
19 - 20	1/0 AL 25 KV XLPE Bφ	671	631	19 -> 20
20 - 21	1/0 AL 25 KV XLPE Bφ	401	387	21 -> 20
21 - 22	1/0 AL 25 KV XLPE Bφ	401	387	21 -> 22
22 - 24	1/0 AL 25 KV XLPE Bφ	746	732	22 -> 24
24 - 6	1/0 AL 25 KV XLPE Bφ	261	234	6 -> 24
TOTAL		2851	2689	
LOOP#: CXXXX9				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 - 19	1/0 AL 25 KV XLPE Cφ	371	318	4 -> 19
19 - 19.5	1/0 AL 25 KV XLPE Cφ	440	397	19 -> 19.5
19.5 - 20.5	1/0 AL 25 KV XLPE Cφ	322	302	EITHER
20.5 - 22.5	1/0 AL 25 KV XLPE Cφ	607	587	EITHER
22.5 -23	1/0 AL 25 KV XLPE Cφ	134	117	23 -> 22.5
23 - 24	1/0 AL 25 KV XLPE Cφ	530	516	23 -> 24
24 - 6	1/0 AL 25 KV XLPE Cφ	261	234	6 -> 24
TOTAL		2665	2471	
LOOP#: AXXXX10				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 - 25	1/0 AL 25 KV XLPE Aφ	86	33	6 -> 25
25 - 25.5	1/0 AL 25 KV XLPE Aφ	436	393	25 -> 25.5
25.5 - 26.5	1/0 AL 25 KV XLPE Aφ	564	544	26.5 -> 25.5
27 - 29	1/0 AL 25 KV XLPE Aφ	370	356	29 -> 27
29 - 30	1/0 AL 25 KV XLPE Aφ	598	584	29 -> 30
30 - 30.5	1/0 AL 25 KV XLPE Aφ	365	348	30 -> 30.5
30.5 - PME#1322	1/0 AL 25 KV XLPE Aφ	551	521	PME#1322 -> 30.5
TOTAL		2970	2779	
LOOP#: BXXXX11				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 - 25	1/0 AL 25 KV XLPE Bφ	86	33	6 -> 25
25 - 26	1/0 AL 25 KV XLPE Bφ	560	520	26 -> 25
26 - 26.5	1/0 AL 25 KV XLPE Bφ	459	442	26 -> 26.5
27 - 28	1/0 AL 25 KV XLPE Bφ	334	320	27 -> 28
28 - 29.5	1/0 AL 25 KV XLPE Bφ	621	604	28 -> 29.5
29.5 - 30	1/0 AL 25 KV XLPE Bφ	219	202	29.5 -> 30
30 - 30.5	1/0 AL 25 KV XLPE Bφ	365	348	30 -> 30.5
30.5 - PME#1322	1/0 AL 25 KV XLPE Bφ	551	521	PME#1322 -> 30.5
TOTAL		3195	2990	
LOOP#: CXXXX12				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 - 25	1/0 AL 25 KV XLPE Cφ	86	33	6 -> 25
25 - 26	1/0 AL 25 KV XLPE Cφ	560	520	26 -> 25
26 - 26.5	1/0 AL 25 KV XLPE Cφ	459	442	26 -> 26.5
27 - 28	1/0 AL 25 KV XLPE Cφ	334	320	27 -> 28
28 - 29	1/0 AL 25 KV XLPE Cφ	260	246	29 -> 28
29 - 29.5	1/0 AL 25 KV XLPE Cφ	395	378	29 -> 29.5
29.5 - 30.5	1/0 AL 25 KV XLPE Cφ	361	341	EITHER
30.5 - PME#1322	1/0 AL 25 KV XLPE Cφ	551	521	PME#1322 -> 30.5
TOTAL		3006	2801	

NOTES CONTINUE:

- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

PRELIMINARY

TWNP:14__ RNG:32__ SEC:42__ QTR:_____

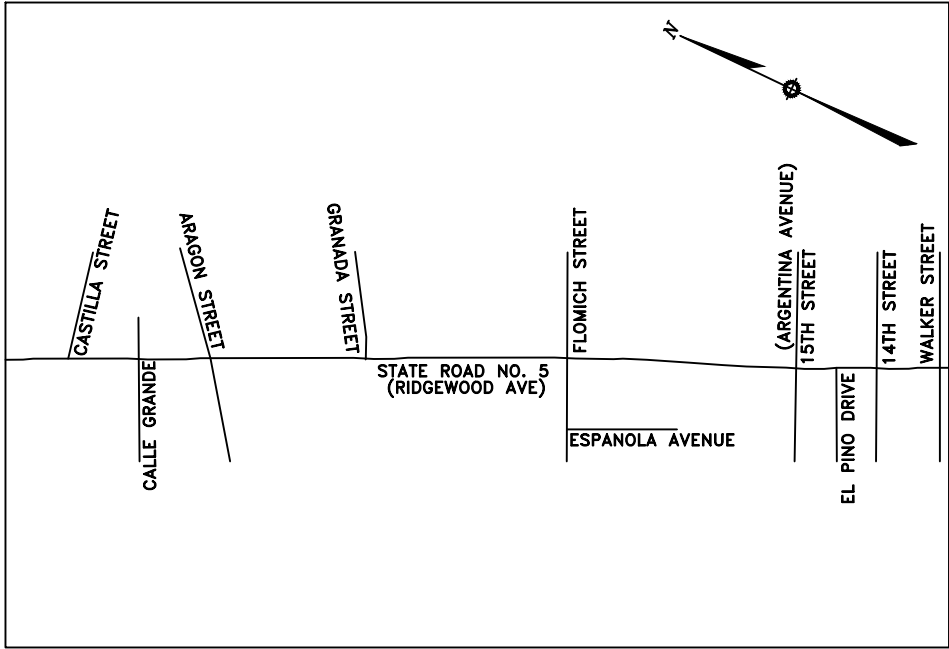
AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature		Date		CITY		DR. DIST.	COUNTY AIR
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR XING	COUNTY RD.
Foreman's Signature		Date		STATE RD X		FAA	
Posted by				Telephone Request?		YES ☐ NO ☒	CATV Request?
						YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954



M/A: CF	HOLLY HILL CONV. PH3
	OH2UG
	HOLLY HILL
	VOLUSIA COUNTY, FL
DWG NO.	NOTES 3
WR:12158163	IWR: - -



- EDGE OF PAVEMENT
- EXISTING RIGHT OF WAY
- PROPOSED EASEMENT
- PROPOSED PRIMARY
- PROPOSED SPLICE BOX
- PROPOSED HANDHOLE

UTILITY LEGEND

- CENTURYLINK CABLES
- SEWER GRAVITY MAIN
- WATER MAIN
- GAS MAIN

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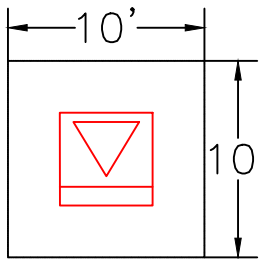
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ATTENTION
ROW AGREEMENT

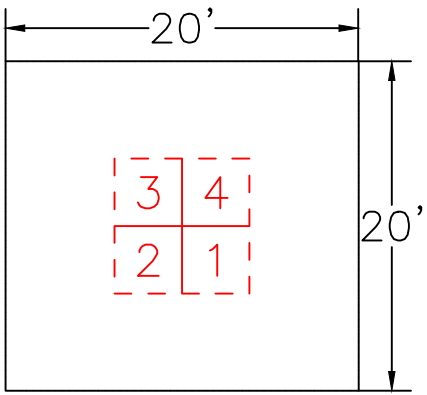
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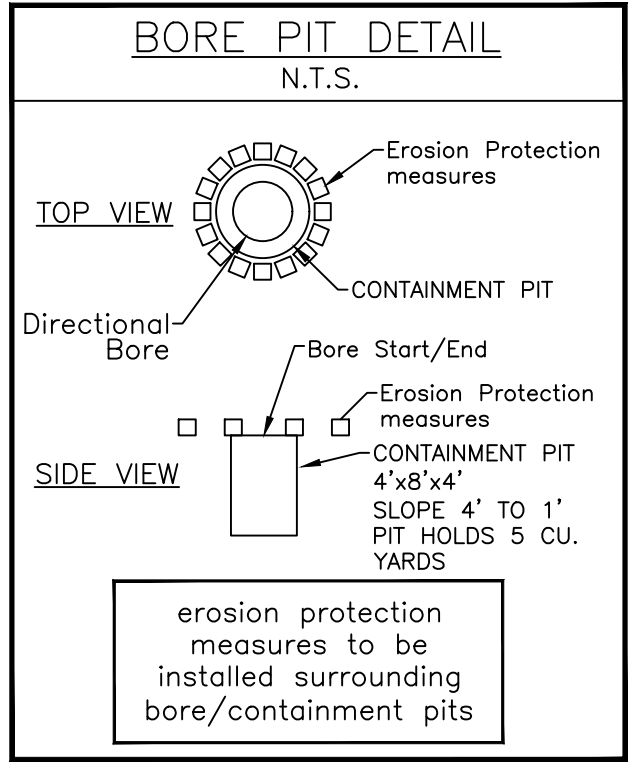
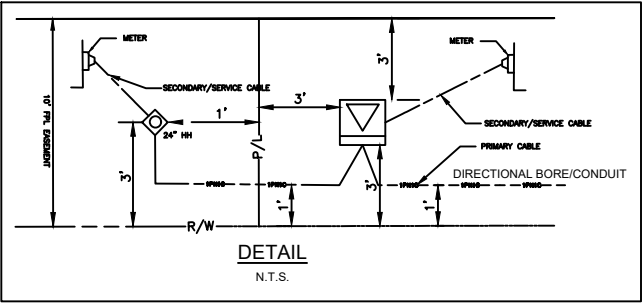
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TYPICAL PROPOSED TRANSFORMER LAYOUT:
• SINGLE PHASE
• REQUIRED EASEMENT
• 10' X 10'
• UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
• PME SWITCHES
• REQUIRED EASEMENT
• 20'X 20'
• UNLESS OTHERWISE NOTED
• SAME AS OTHER SWITCHGEAR



PRELIMINARY

REFERENCE DWG's

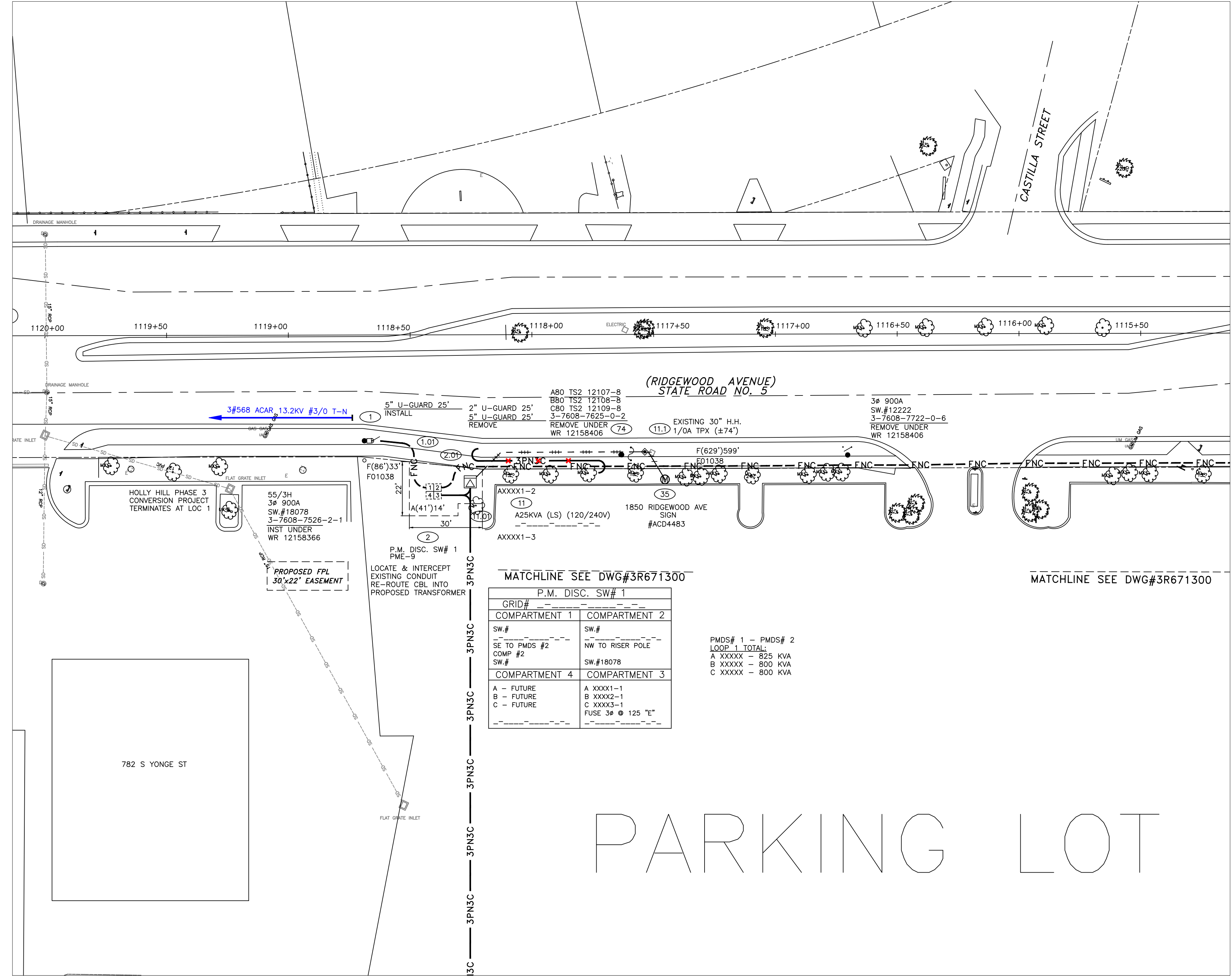
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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒							
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet							
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD X	FAA			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSN.				
Foreman's Signature				Posted by				Telephone Request?				YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒



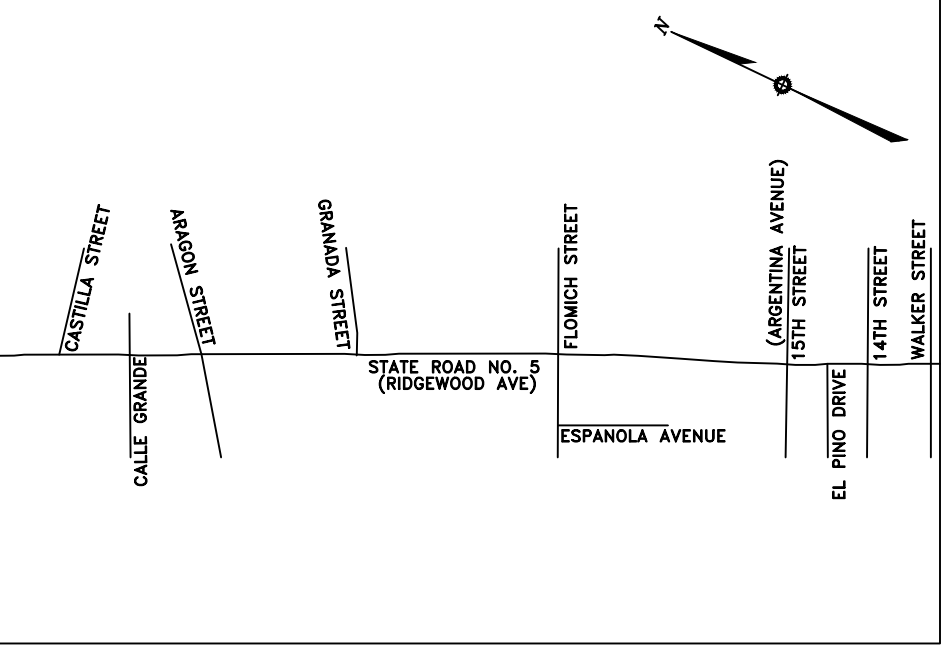
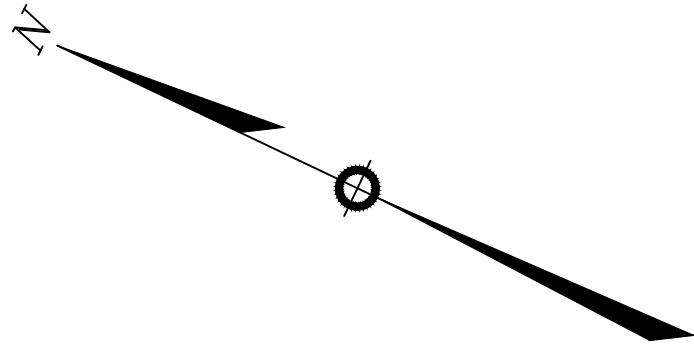
DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG. NO.	(1) of (16)
WR:12158163	IWR: -

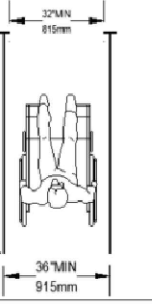


MATCHLINE SEE SHEET 4

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY



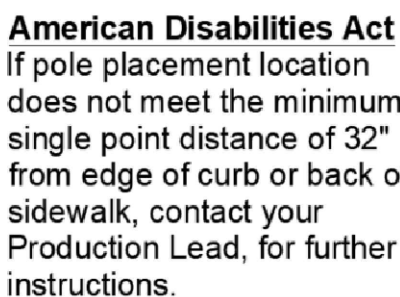
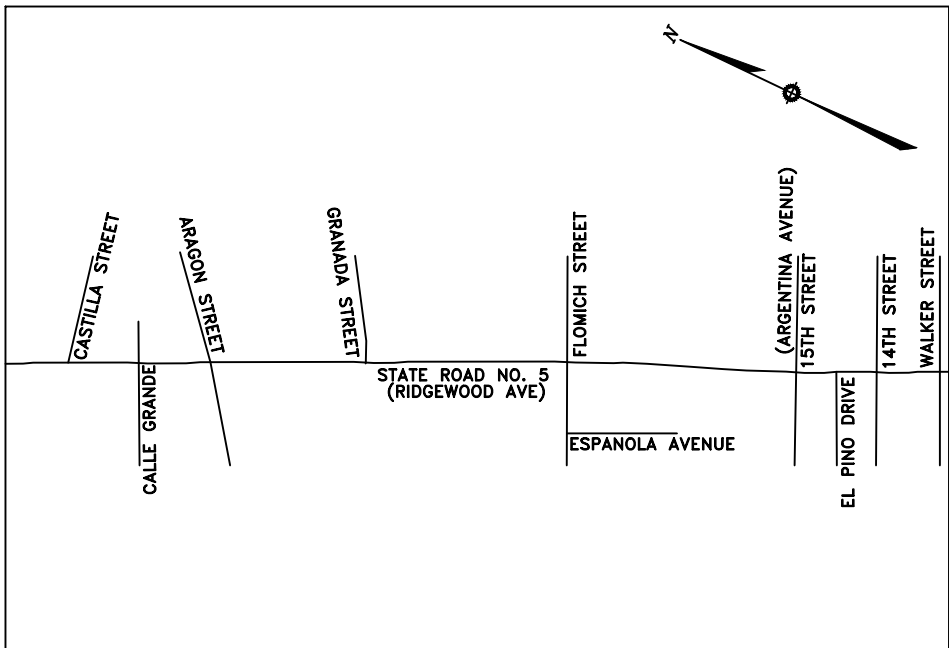
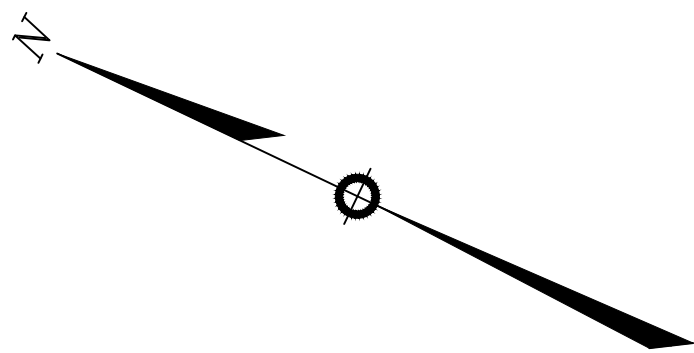
American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0.
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.



**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG**

LOCATE MARKINGS COLOR COD

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS—OIL—STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH END PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN. COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12' RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4370 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND AGENTS BY HYDRO VAC AND HAND EXCAVATION.
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16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

REFERENCE DWG's

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

M/A: CF
HOLLY HILL CONV. PH3
OH2UG

HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (2) of (16)

WR:12158163 IWR: - -

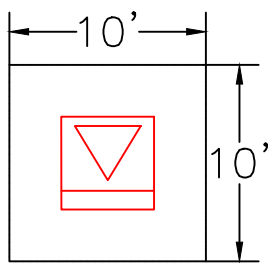
ATTENTION

ROW AGREEMENT

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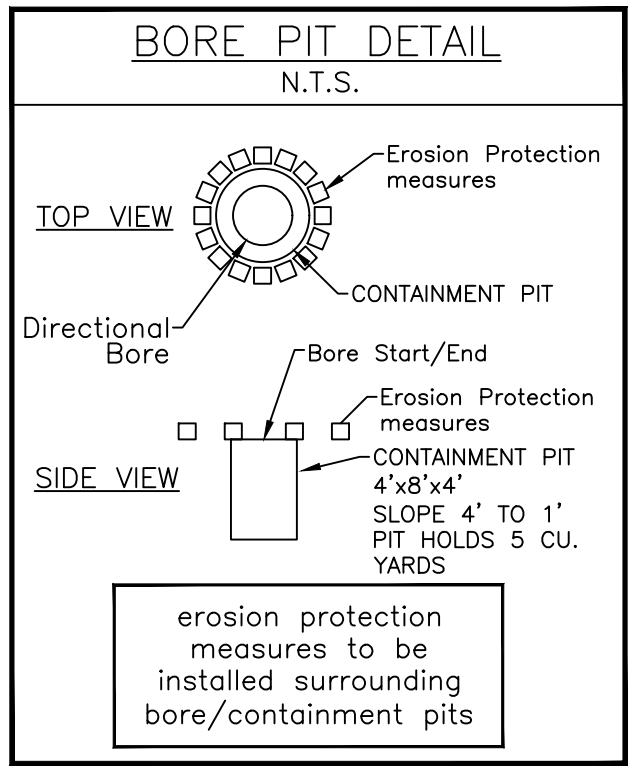
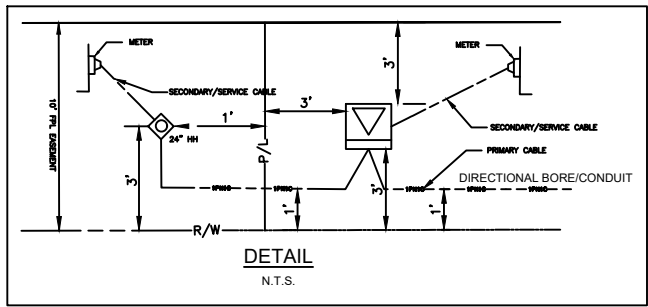
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



TYPICAL PROPOSED
TRANSFORMER LAYOUT:

- SINGLE PHASE
REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



PRELIMINARY

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒	
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT REQ'D CITY DR. DIST. COUNTY AIR STATE RD X FAA WMD RR XING COUNTY RD. TRANSM.					
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.									
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	

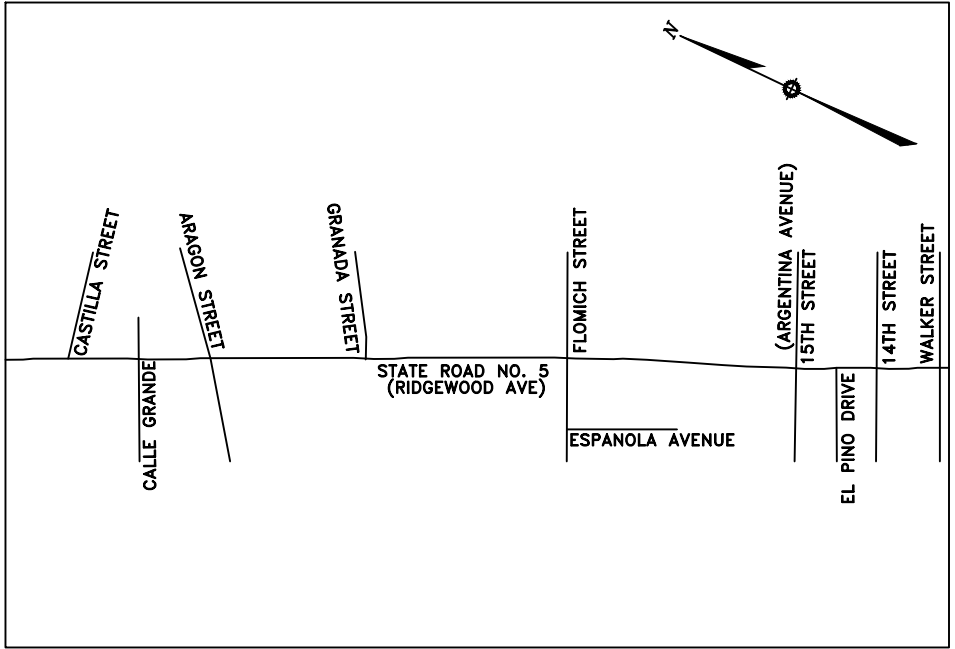
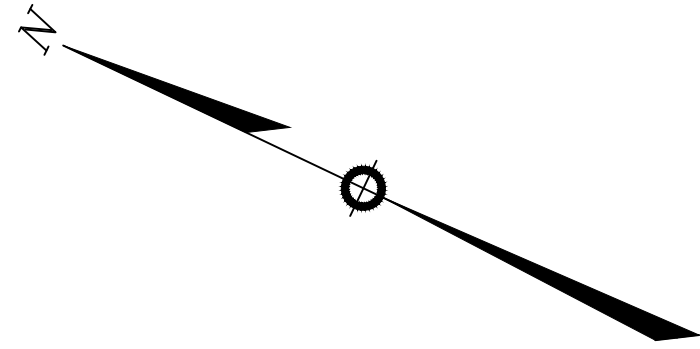


DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

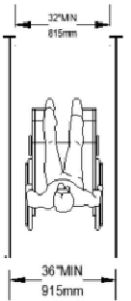
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FEET

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:31

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



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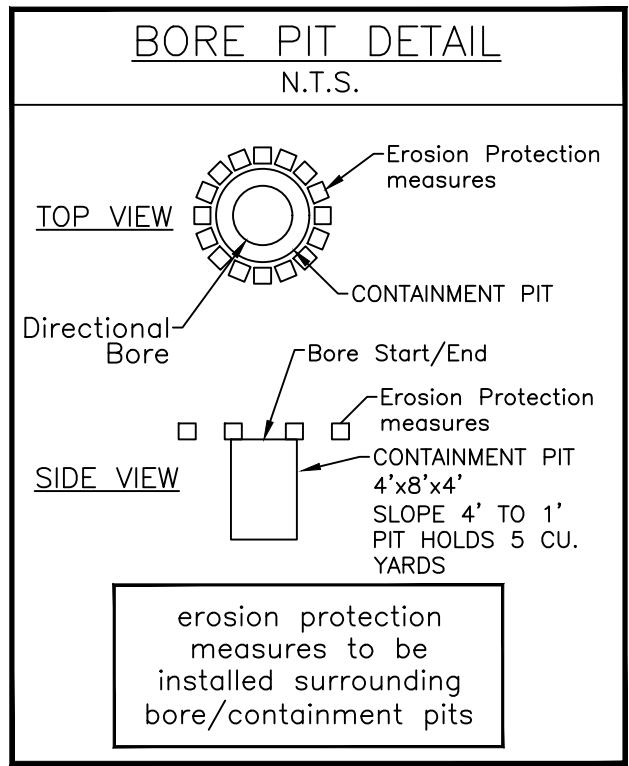
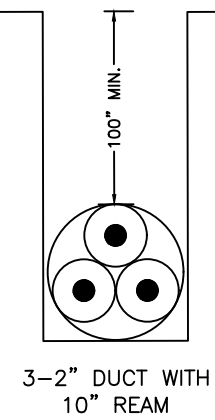


**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG**

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REFERENCE DWG's

PRELIMINARY

TWNP:14 RNC:32 SEC:42 QTR:_____

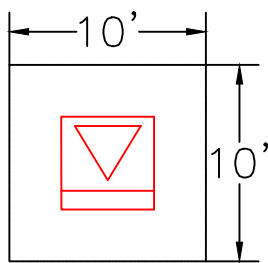
ATTENTION
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DISCLAIMER:
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THESE DRAWINGS ARE NOT FOR CONSTRUCTION

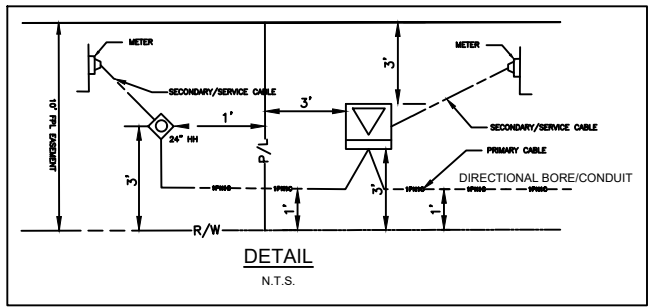
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MATCHLINE SEE SHEET 4



**TYPICAL PROPOSED
TRANSFORMER LAYOUT:**

- SINGLE PHASE
- REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG NO. (3) of (16) WR:12158163 IWR: - -
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		DRAWN BY	A. VOZZA	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet			DATE	12/20/24	
Supervisor's Signature				Date	Duct Bank Feet		MAP NO.		DY-0964		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by	Telephone Request?	YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒	0 10 20 40 FEET		
Foreman's Signature				Date							

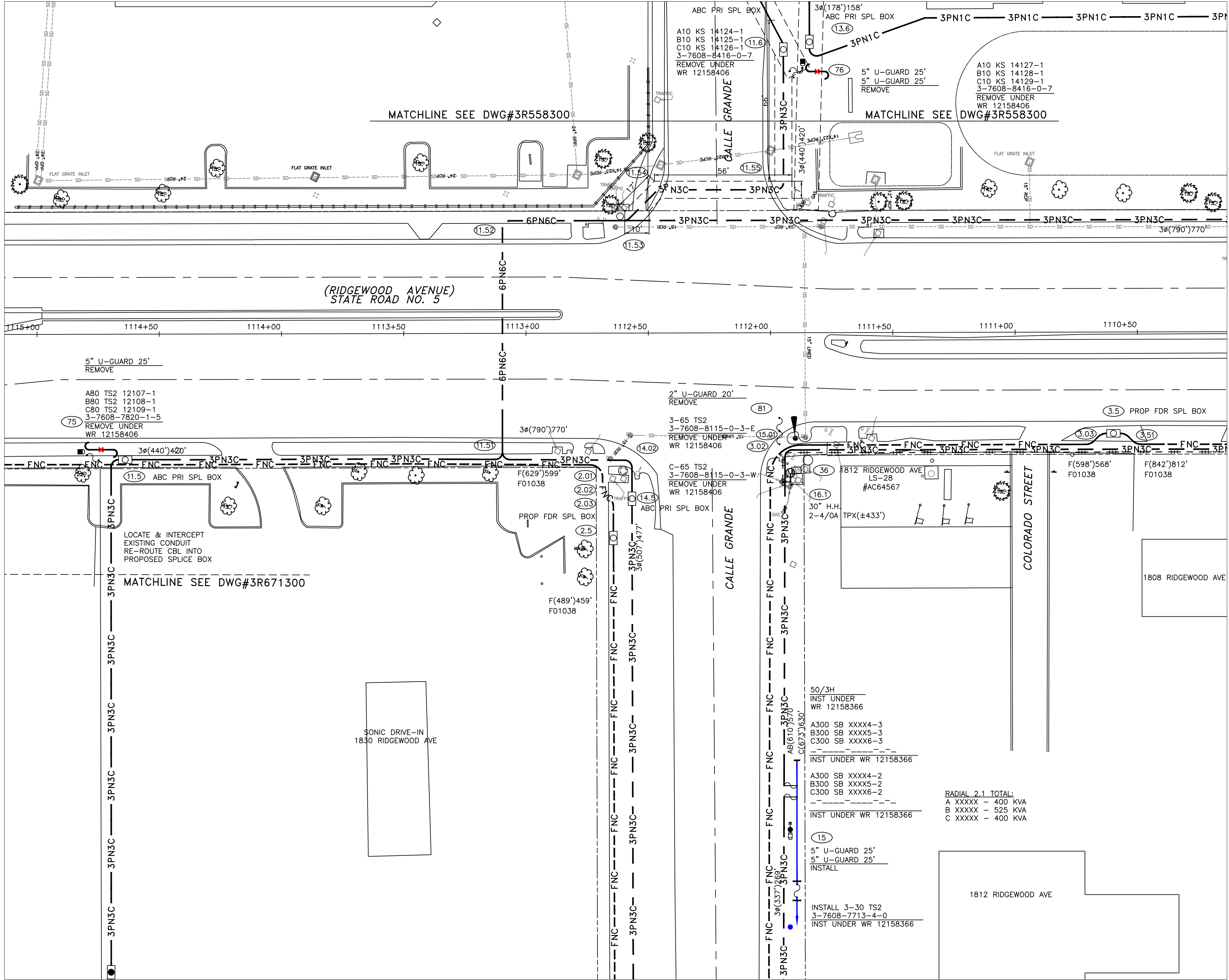
CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:36

MATCHLINE SEE SHEET 3

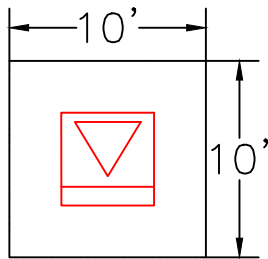
INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY

MATCHLINE SEE SHEET 1

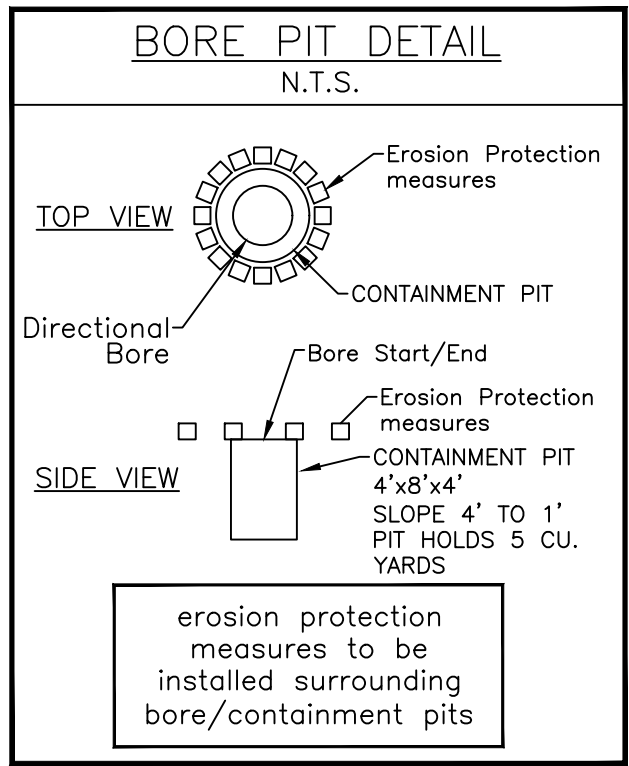
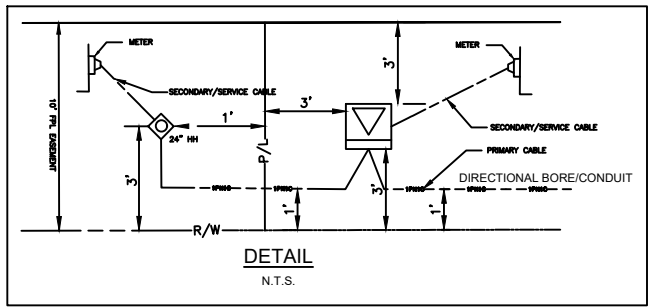
MATCHLINE SEE SHEET 7



MATCHLINE SEE SHEET 5



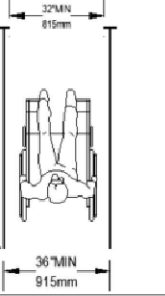
TYPICAL PROPOSED TRANSFORMER LAYOUT:
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• 10' X 10'
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AS-BUILT COPY	AS-BUILT CREW PRINT
Initials Cert. Date	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
PERMIT RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
	WMD	RR XING	COUNTY RD.	TRANSN.	
Posted by		Telephone Request?	YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒



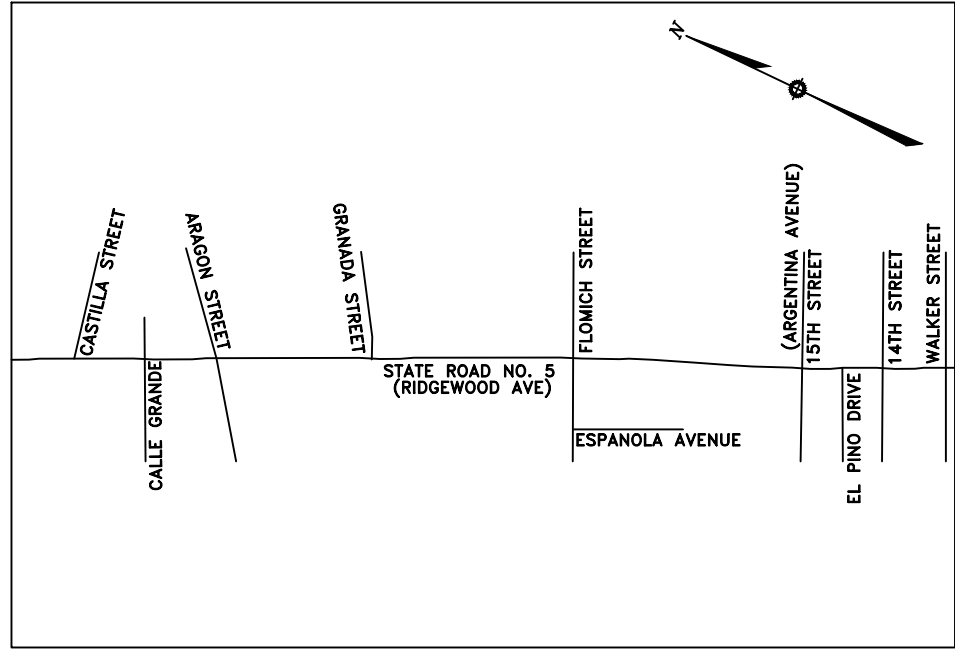
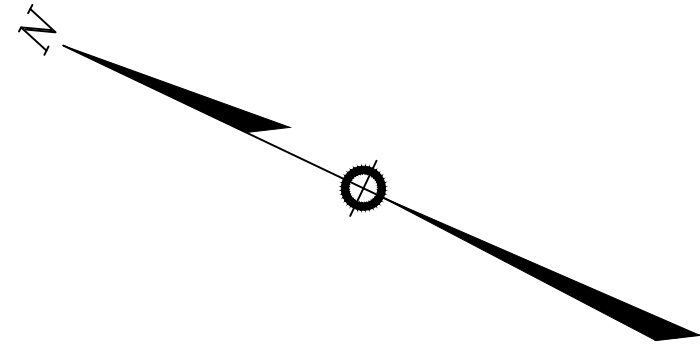
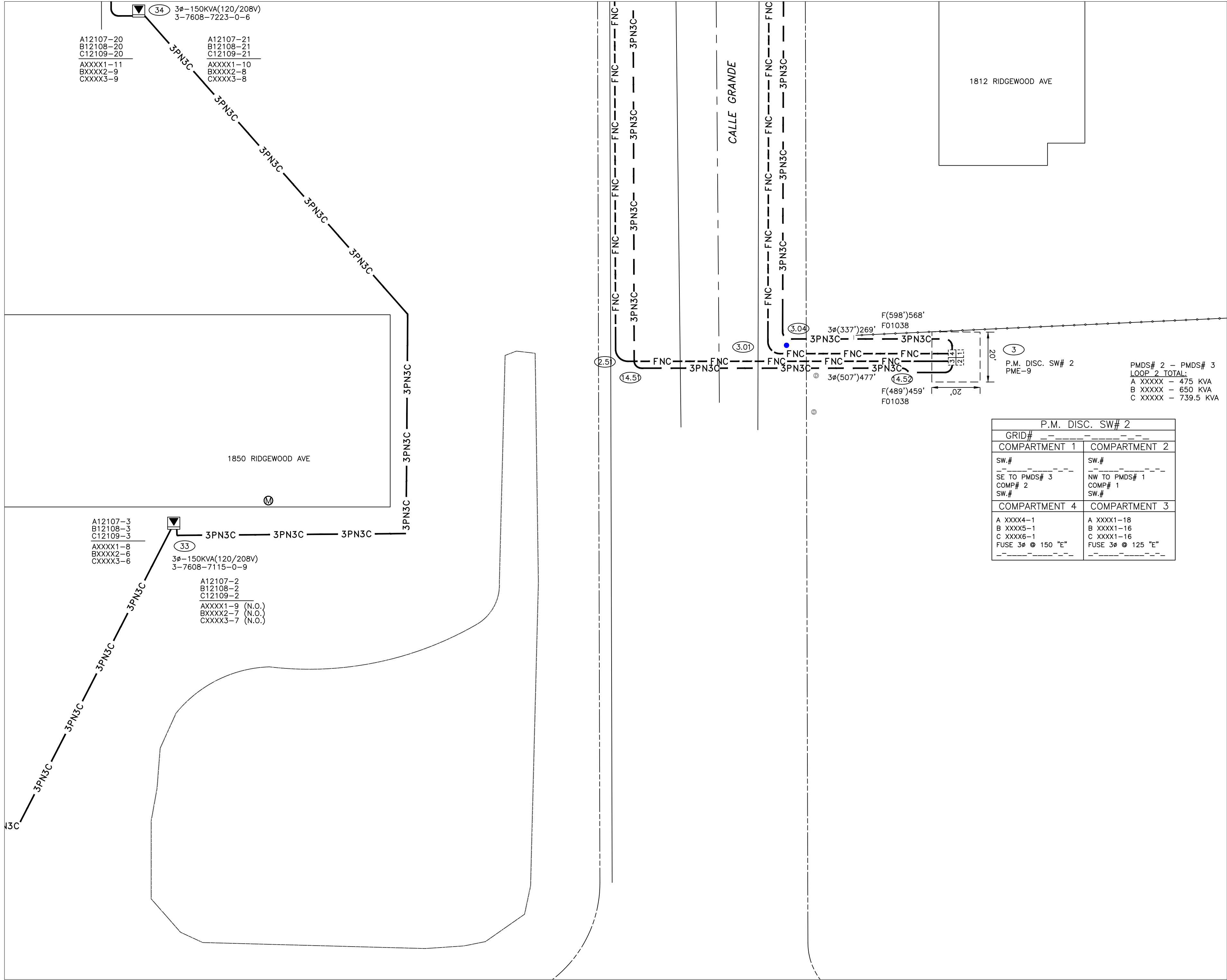
DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

W/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL VOLUSIA COUNTY, FL
DWG NO. (4) of (16)
WR:12158163 IWR: -

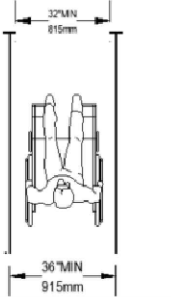
MATCHLINE SEE SHEET 4

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY

MATCHLINE SEE SHEET 2



American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

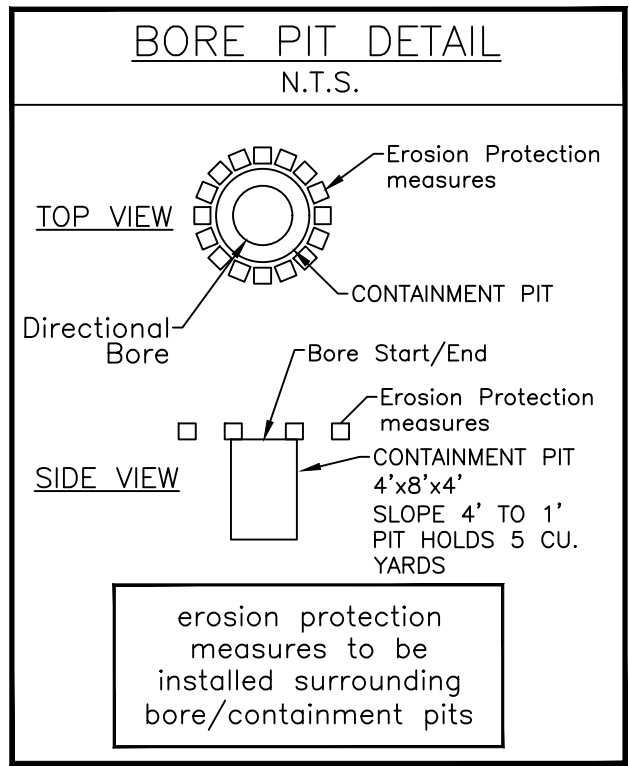
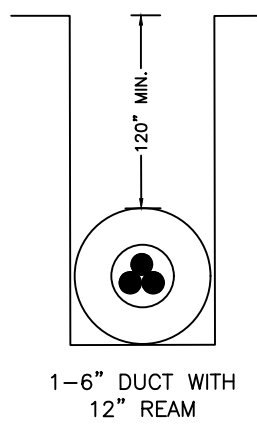
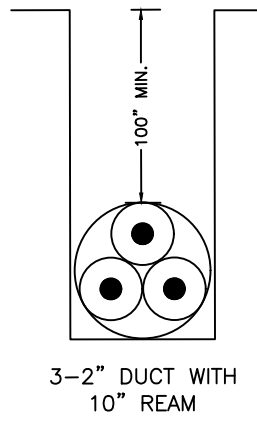


CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

- GENERAL NOTES
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 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
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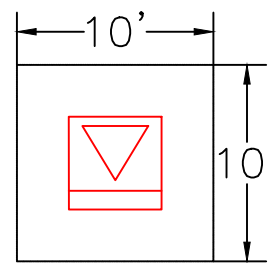
REFERENCE DWG's

ATTENTION
ROW AGREEMENT

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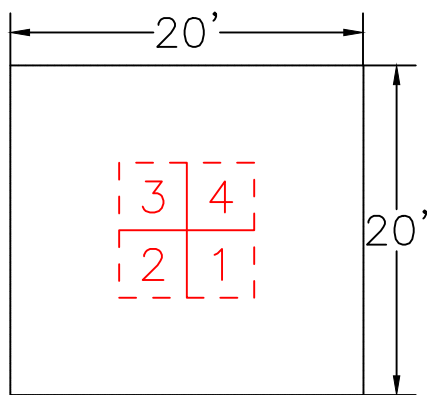
DISCLAIMER:
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CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



TYPICAL PROPOSED
TRANSFORMER LAYOUT:

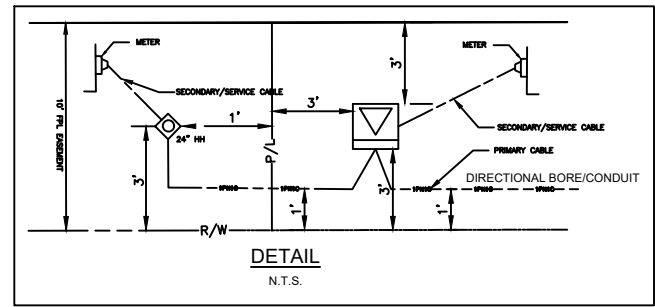
- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT

SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20' X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



PRELIMINARY

TWNP:14 RNC:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG. NO. (5) of (16) WR:12158163 IWR: - -				
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		DRAWN BY	A. VOZZA					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		DATE	12/20/24					
Supervisor's Signature				CITY					DR. DIST.	COUNTY AIR		STATE RD X	FAA		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANS.					
Foreman's Signature				Posted by				Telephone Request?				YES ☐ NO ☒	CATV Request?		YES ☐ NO ☒

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:46 CAD NAME:

MATCHLINE SEE SHEET 3

ATTENTION
ROW AGREEMENT

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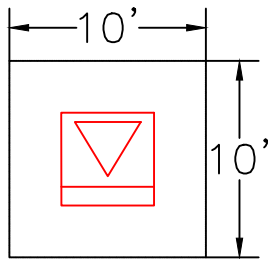
PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
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A14127-3(T.O.)
B14128-3(T.O.)
C14129-3(T.O.)
AXXXX1-17
BXXXX2-15
CXXXX3-15
3ø-500KVA(CE)(RS)(120/208V)
3-7608-8713-0-1
3ø-500KVA(CT)(RS)(120/208V)

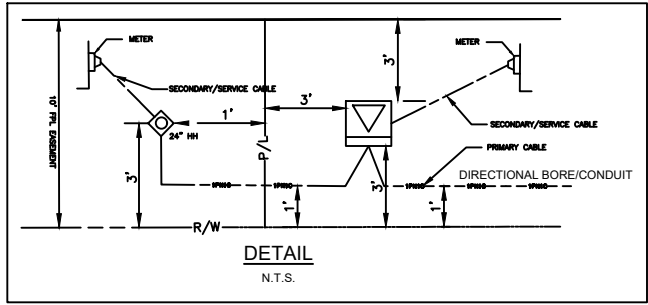
A14127-2
B14128-2
C14129-2
AXXXX1-16
BXXXX2-14
CXXXX3-14

RIVIERA SENIOR LIVING
INDEPENDENT SENIOR LIVING
1825 RIDGEWOOD AVE

MATCHLINE SEE SHEET 7

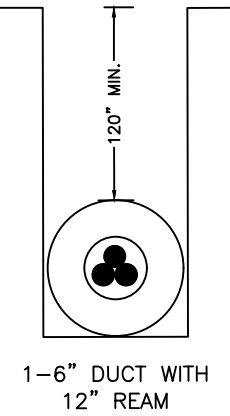
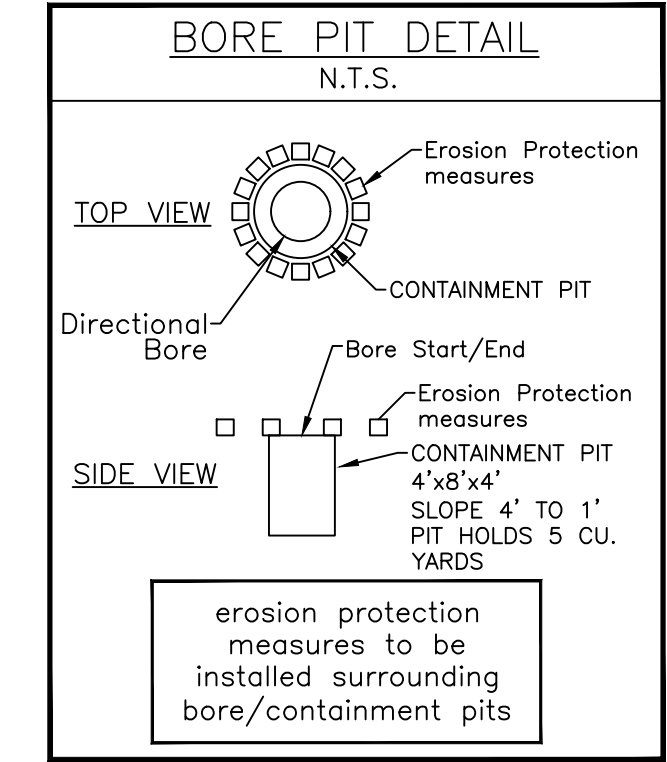


TYPICAL PROPOSED TRANSFORMER LAYOUT:
• SINGLE PHASE
• REQUIRED EASEMENT
• 10' X 10'
• UNLESS OTHERWISE NOTED



MATCHLINE
SEE SHEET 8

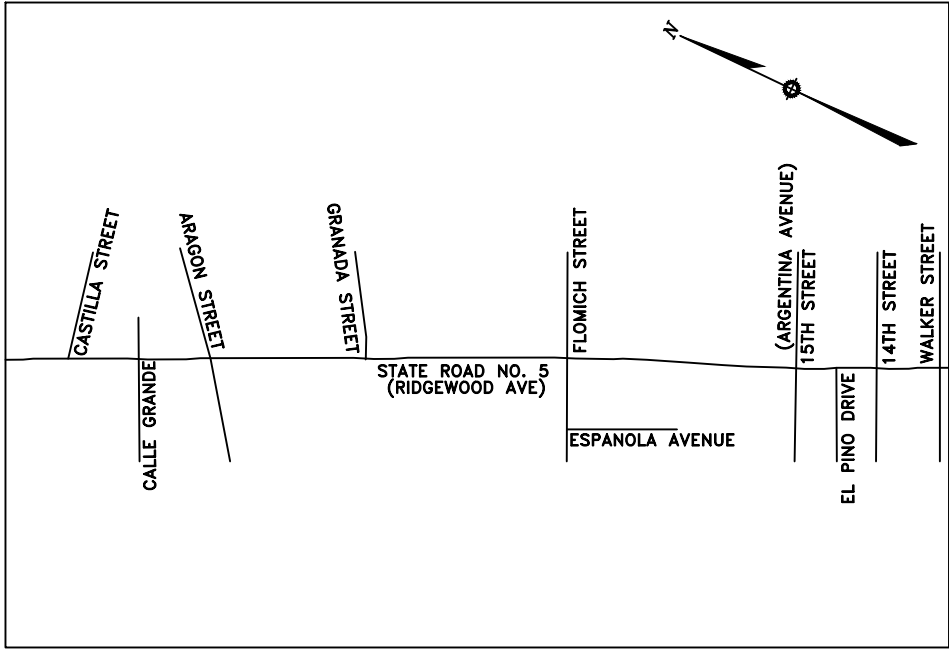
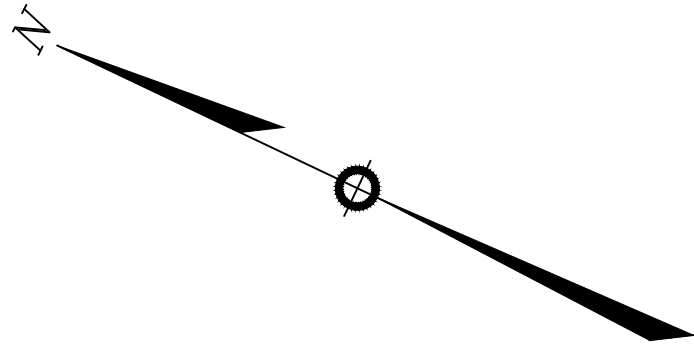
PRELIMINARY



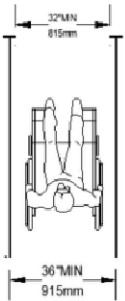
REFERENCE DWG's

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☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



American Disabilities Act
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CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

TWNP:14 RNG:32 SEC:42 QTR:_____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒			DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG NO. (6) of (16) WR:12158163 IWR: - -
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒			DRAWN BY	A. VOZZA	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet			DATE	12/20/24	
Supervisor's Signature _____ Date _____				All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		CITY		DR. DIST.	COUNTY AIR		STATE RD X	FAA	
Foreman's Signature _____ Date _____				Telephone Request? YES ☐ NO ☒		WMD		RR XING	COUNTY RD.	TRANS.	0 10 20 40 FEET		
				Posted by		CATV Request? YES ☐ NO ☒							

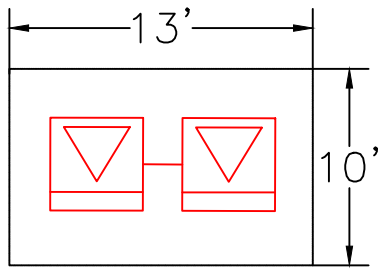
CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:51

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ROW AGREEMENT

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TYPICAL PROPOSED TRANSFORMER LAYOUT:
• OPEN DELTA
• REQUIRED EASEMENT
• 13' x 10'
• UNLESS OTHERWISE NOTED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	
Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	
Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	
Date	

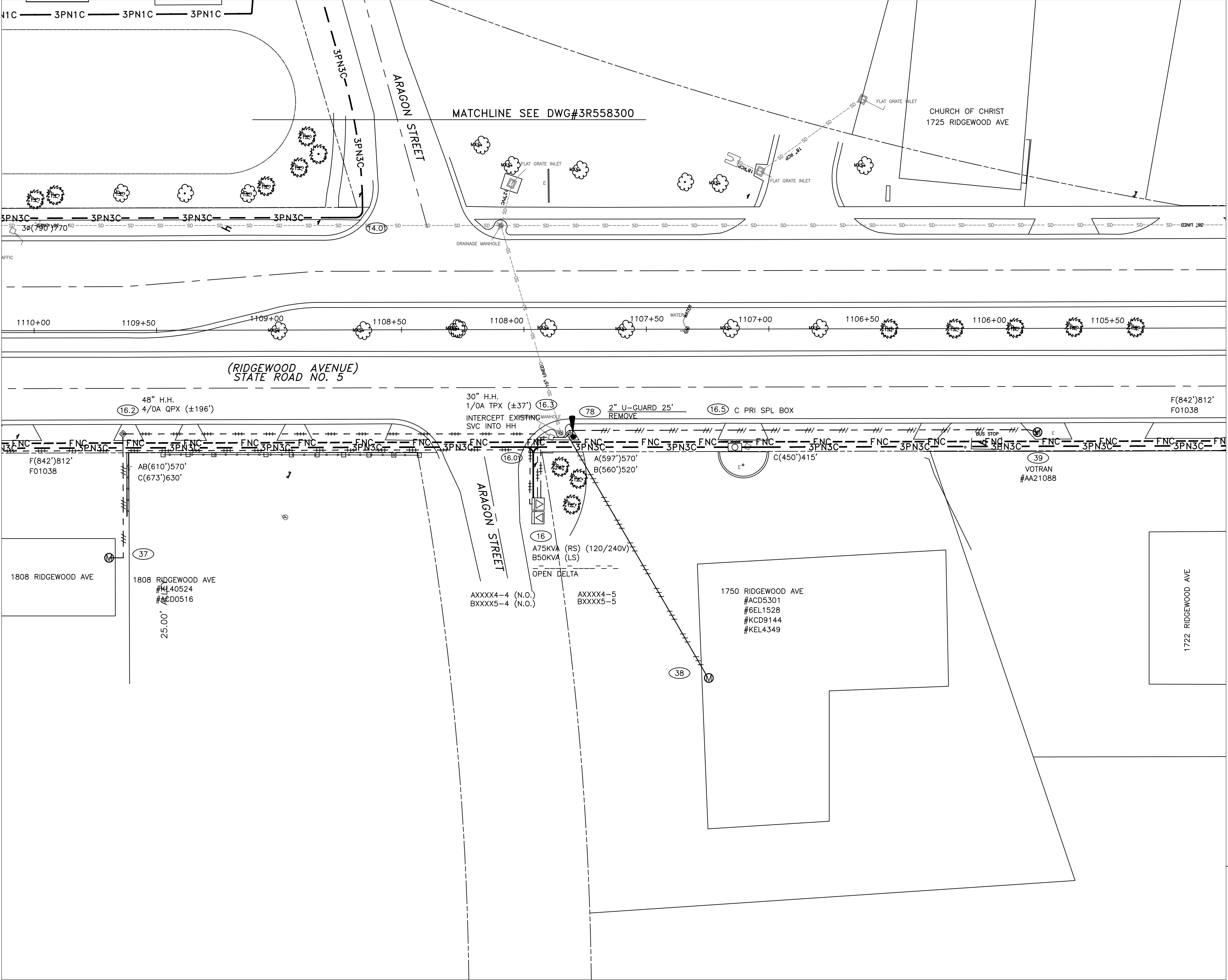
Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		
PERMIT RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
	WMD	RR XING	COUNTY RD.	TRANSN.	
Posted by	Telephone Request?		YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

M/A: CF	
HOLLY HILL CONV. PH3 OH2UG	
HOLLY HILL VOLUSIA COUNTY, FL	
DWG. NO.	(7) of (16)
WR:12158163	IWR: - -

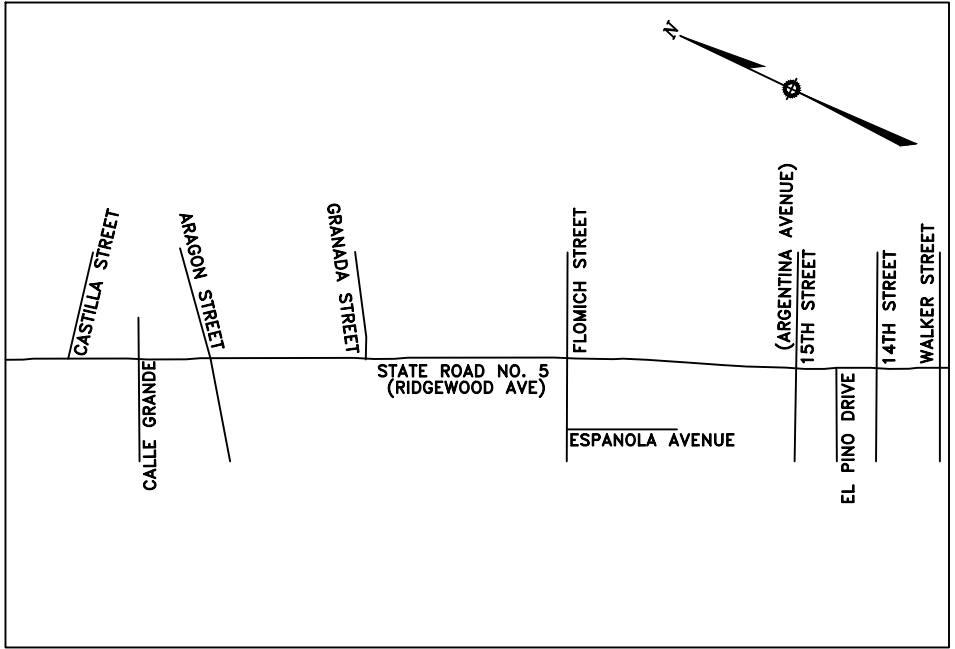
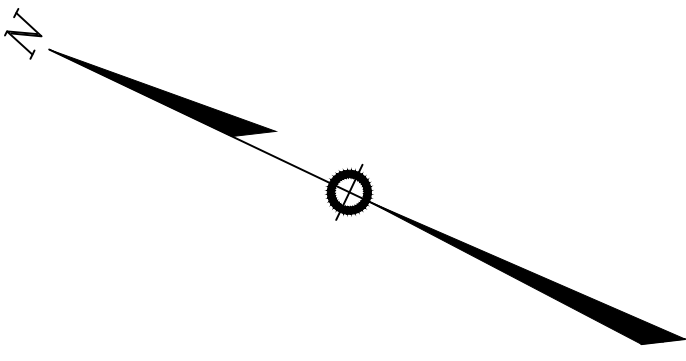
MATCHLINE SEE SHEET 6



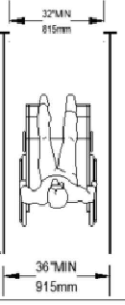
MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 8

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



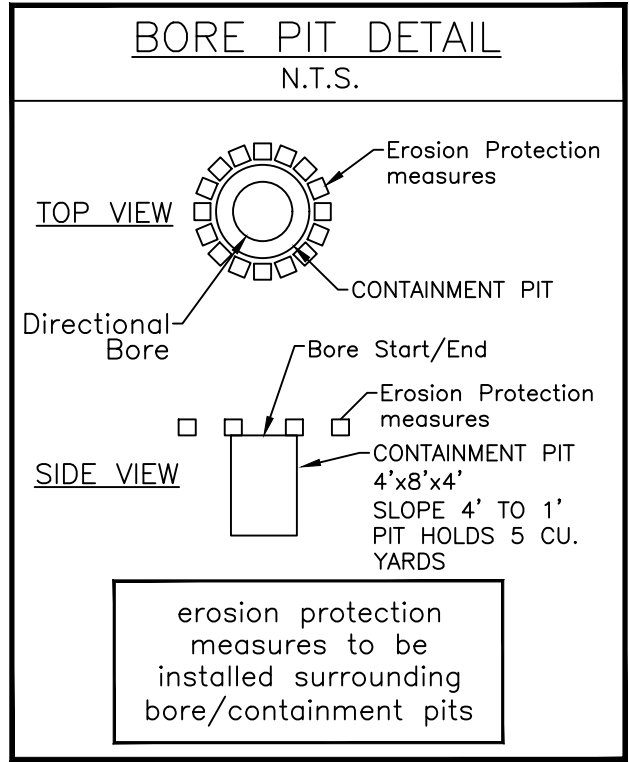
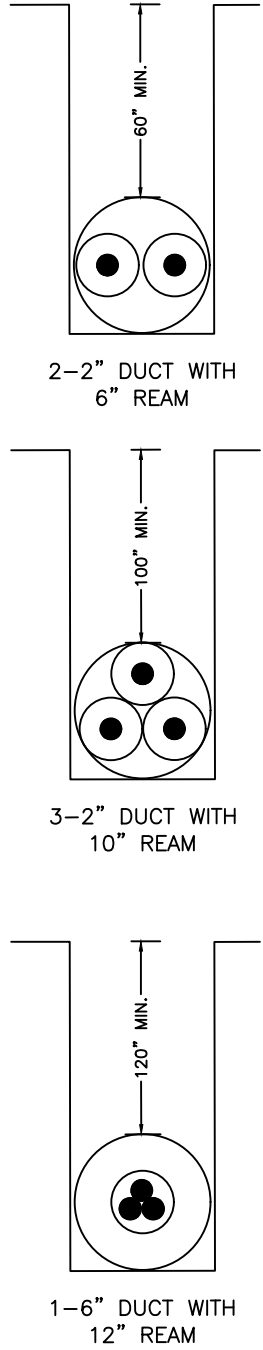
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48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
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PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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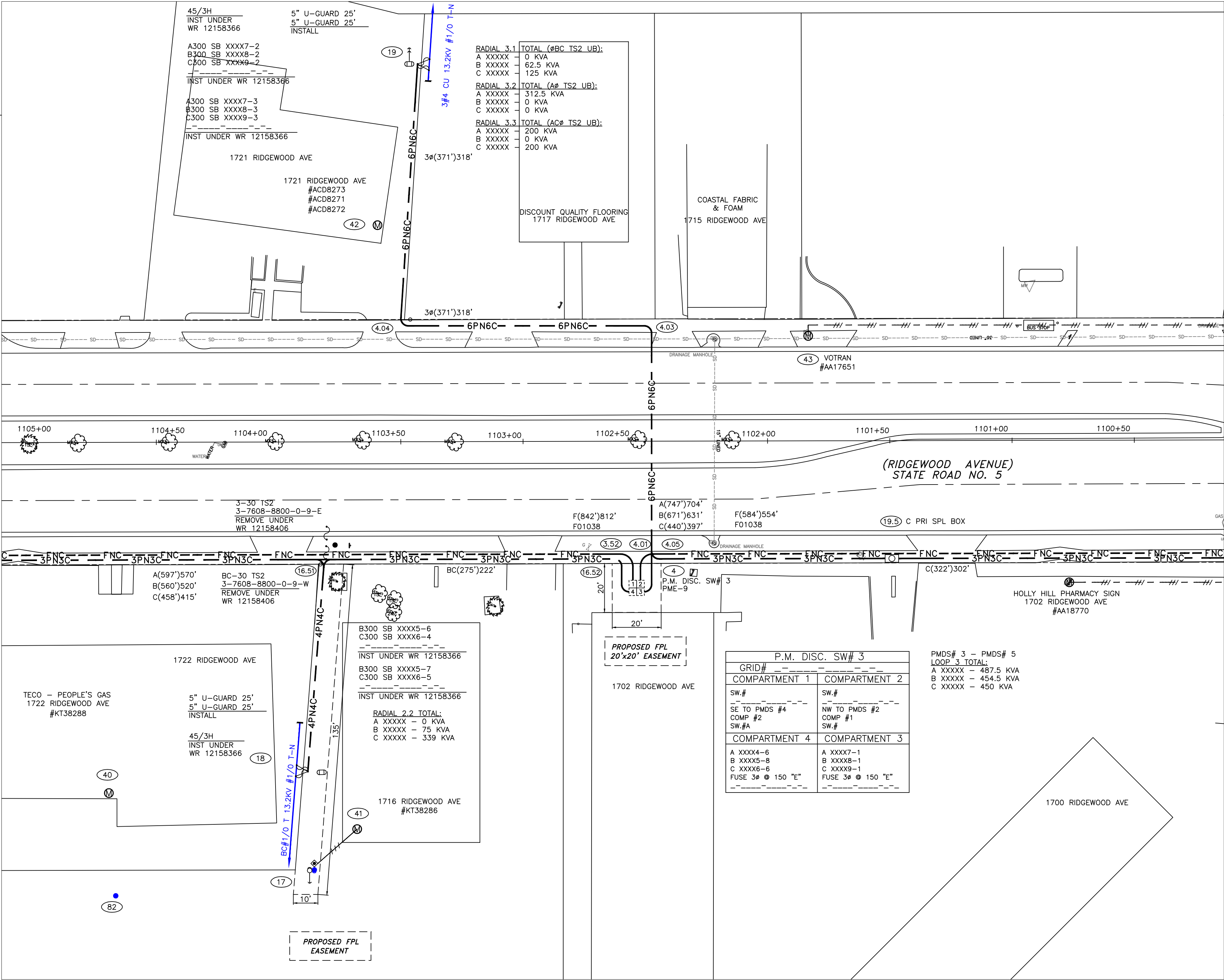


PRELIMINARY

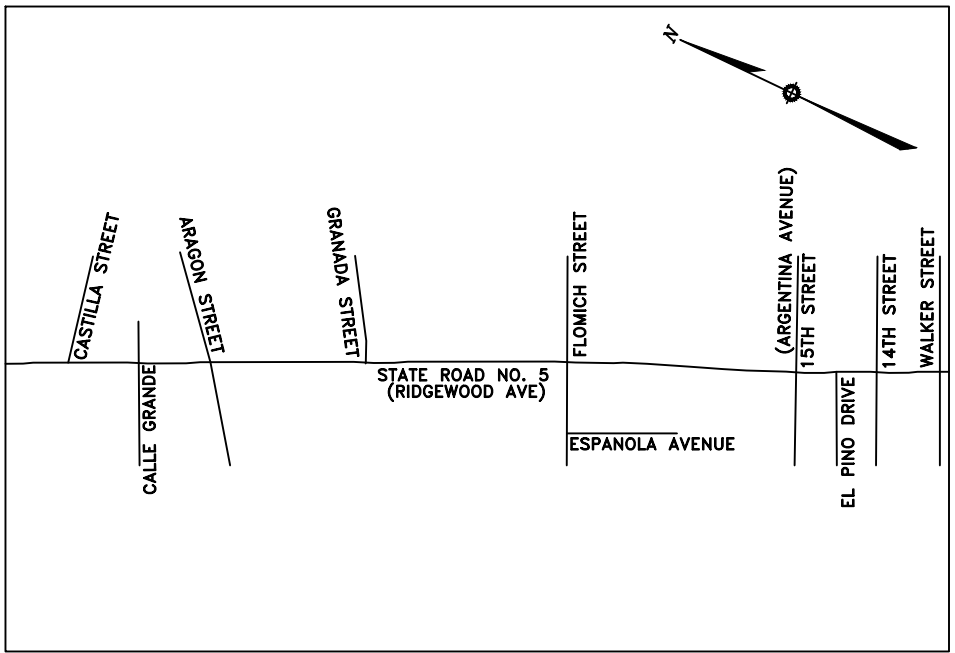
TWNP:14 RNG:32 SEC:42 QTR: _____

MATCHLINE
SEE SHEET 4

MATCHLINE SEE SHEET 7



☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



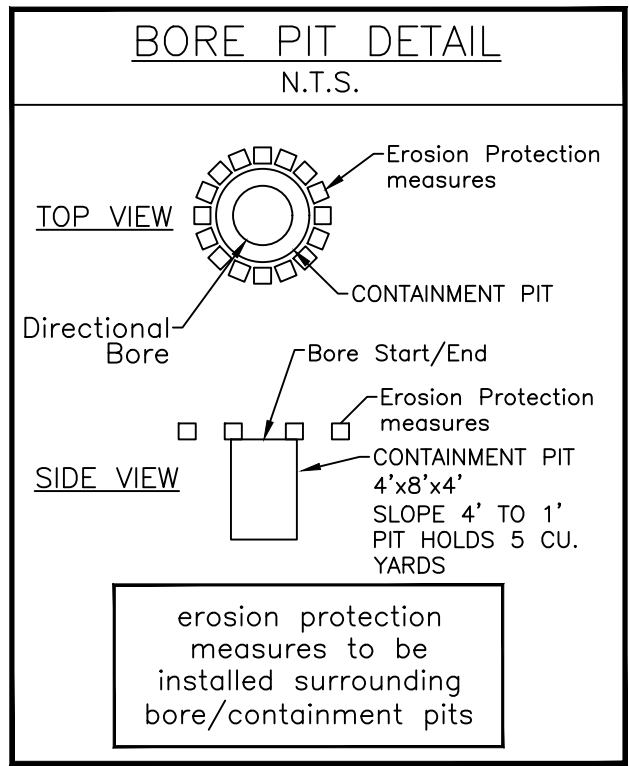
American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0.
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS.
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
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REFERENCE DWG's



PRELIMINARY

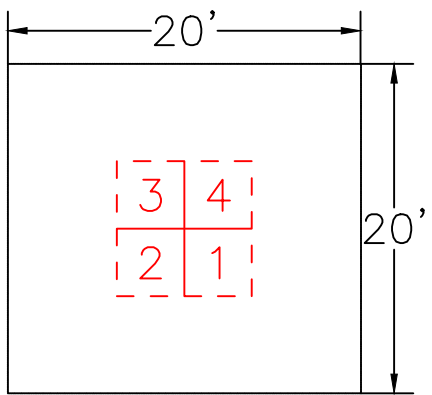
TWNP:14 RNC:32 SEC:42 QTR:

ATTENTION
ROW AGREEMENT

IMPORTANT:
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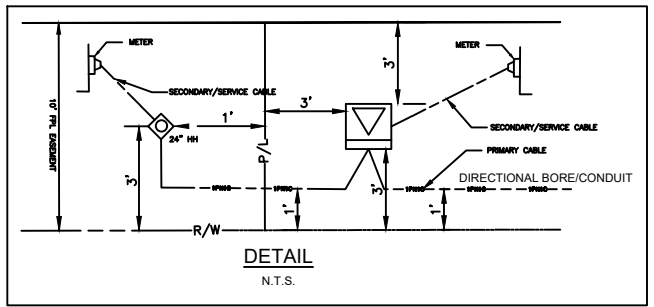
DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

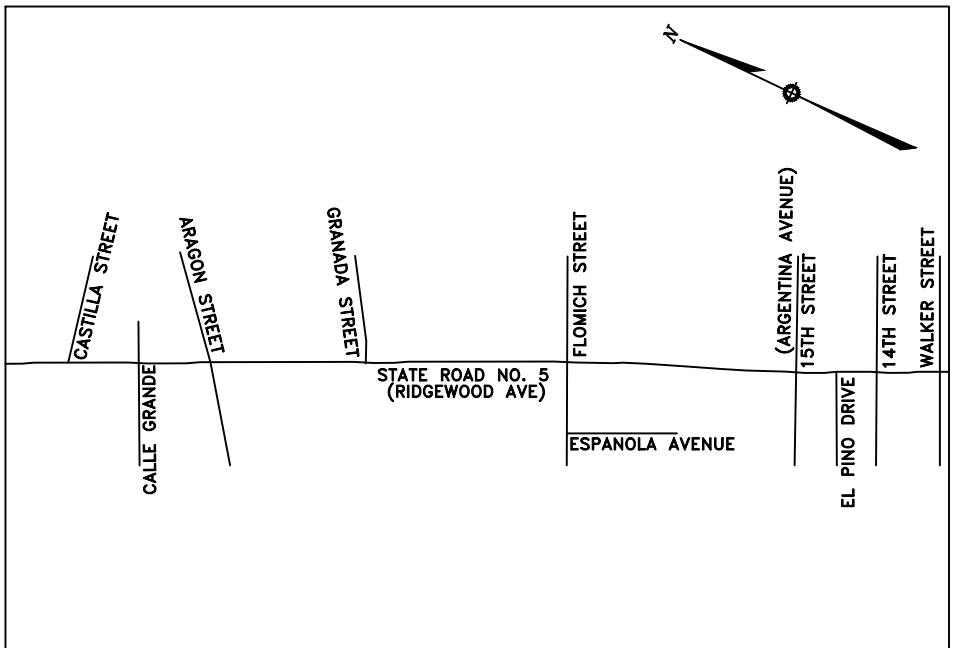


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG. NO. (8) of (16) WR:12158163 IWR: -				
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		DRAWN BY	A. VOZZA					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		DATE	12/20/24					
Supervisor's Signature				CITY					DR. DIST.	COUNTY AIR		STATE RD X	FAA		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANS.	0 10 20 40 FEET				
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☒				CATV Request? YES ☐ NO ☒			



LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS—OIL—STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED
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5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. PERMIT RECORDS MUST BE OBTAINED AND HAVE PERMIT ON HAND PRIOR TO CONSTRUCTION
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCOS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL IN.
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14. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
15. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTANT TEMPORARY NO PARKING ZONE
16. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
17. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

REFERENCE DWG's

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

M/A: CF
HOLLY HILL CONV. PH3
OH2UG

HOLLY HILL
VOLUSIA COUNTY, FL

DWC NO. (9) of (16)

WR:12158163 IWR: — —

MATCHLINE SEE SHEET 8

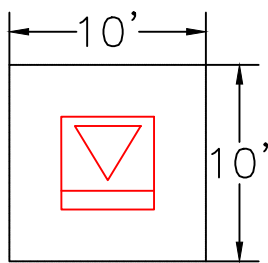
MATCHLINE SEE SHEET 10

ATTENTION == AGREEMENT

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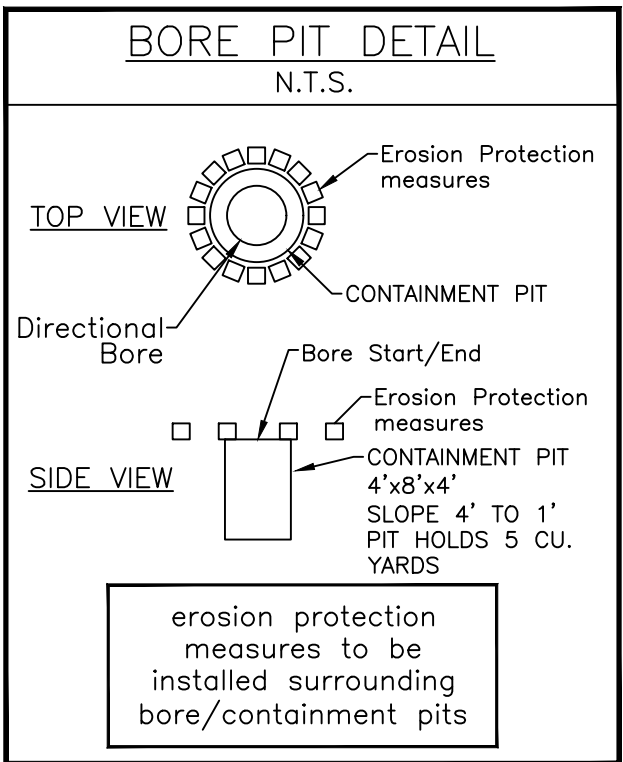
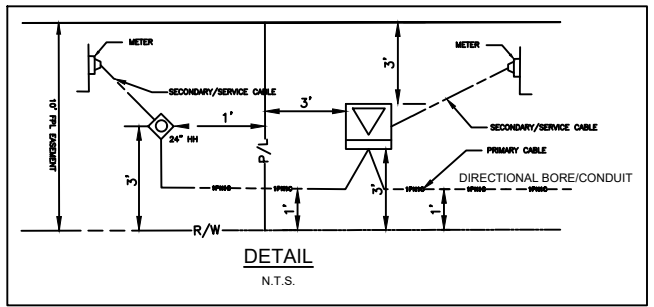
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LOCATIONS
CALL: 1-800-432-4770
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DETERMINE EXACT LOCATION OF THE
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



TYPICAL PROPOSED
TRANSFORMER LAYOUT:

- SINGLE PHASE
REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



PRELIMINARY

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒			
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet			
Supervisor's Signature		Date				PERMIT REGD	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
							WMD	RR XING	COUNTY RD.	TRANSM.	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒			
Foreman's Signature		Date									



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

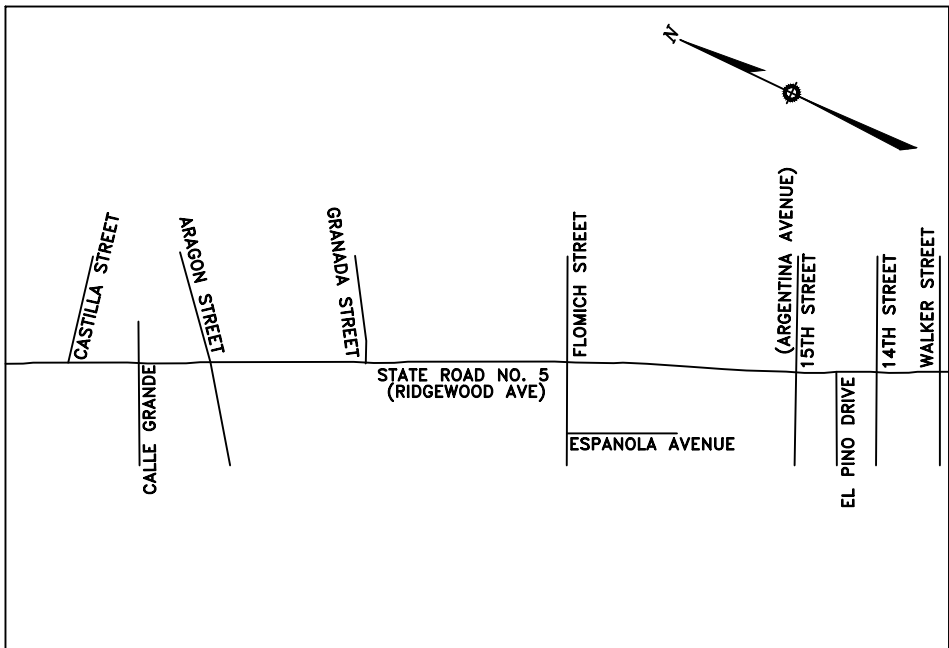
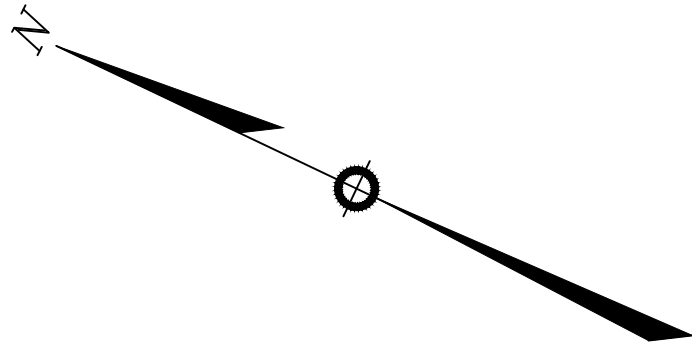
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FEET

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:06

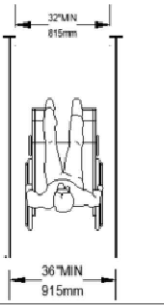
MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 12

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



American Disabilities Act
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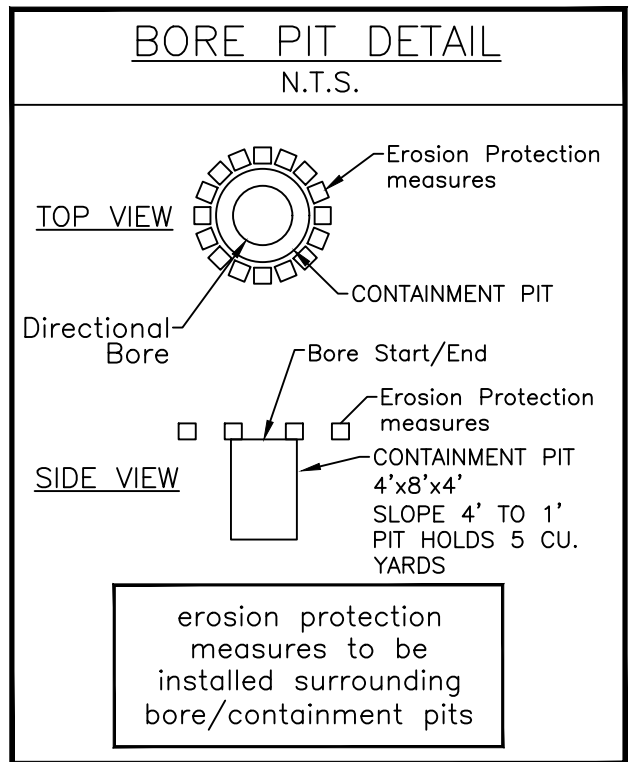
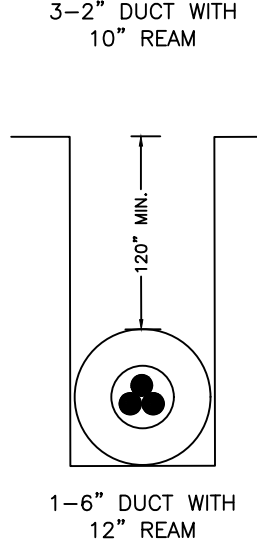
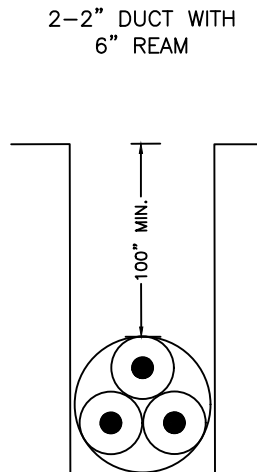
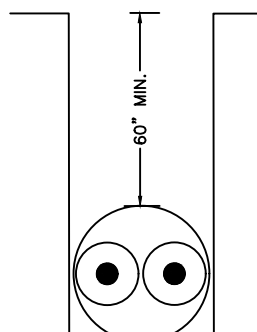
CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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REFERENCE DWG's

PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

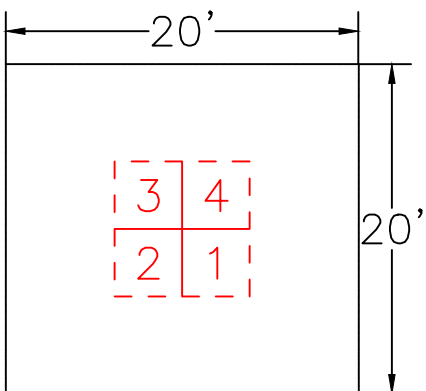
AFS P.M. DISC. SW# 4	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#A	SW.#A
SW TO RISER POLE	NW TO PMDS #3
SW.#18079	COMP #1
SW.#	SW.#
COMPARTMENT 4	COMPARTMENT 3
SW.#A	SW.#A
NE TO RISER POLE	SE TO PMDS #5
SW.# 18080	COMP #2
SW.#	SW.#

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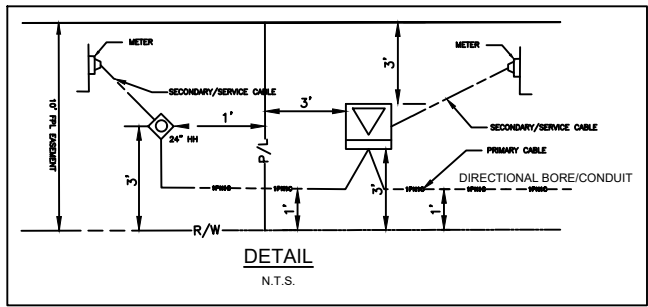
TYPICAL PROPOSED TRANSFORMER LAYOUT:

- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD X	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANS.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☒				CATV Request? YES ☐ NO ☒



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG. NO.	(10) of (16)
WR:12158163	IWR: -

ATTENTION
ROW AGREEMENT

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CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:11

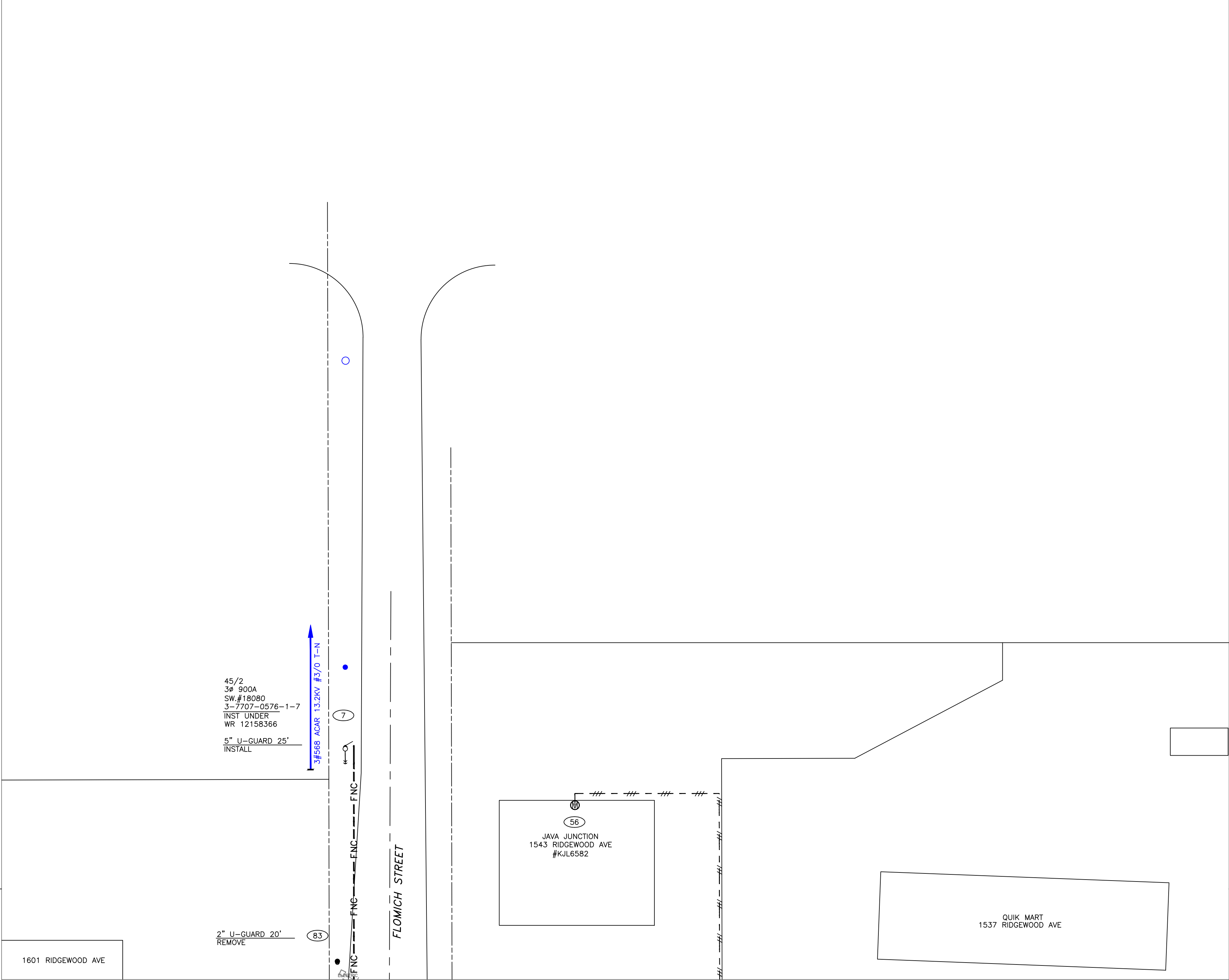
MATCHLINE
SEE SHEET
10

ATTENTION
ROW AGREEMENT

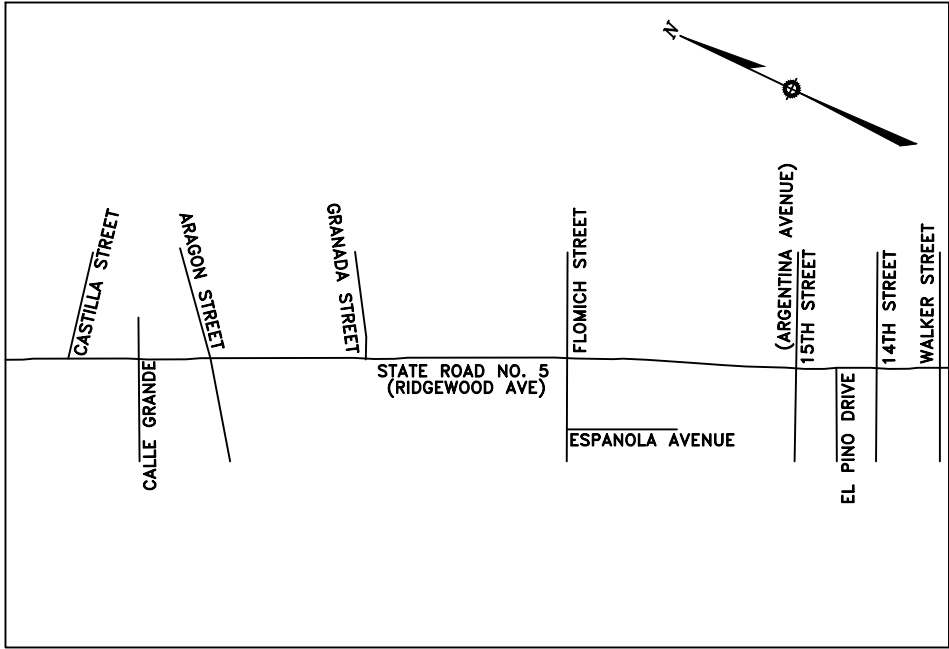
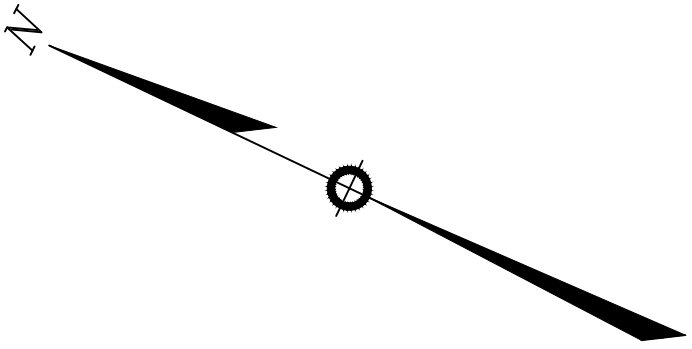
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DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

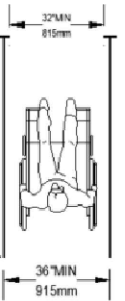
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

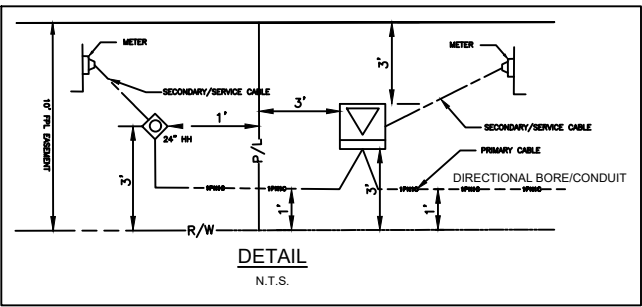
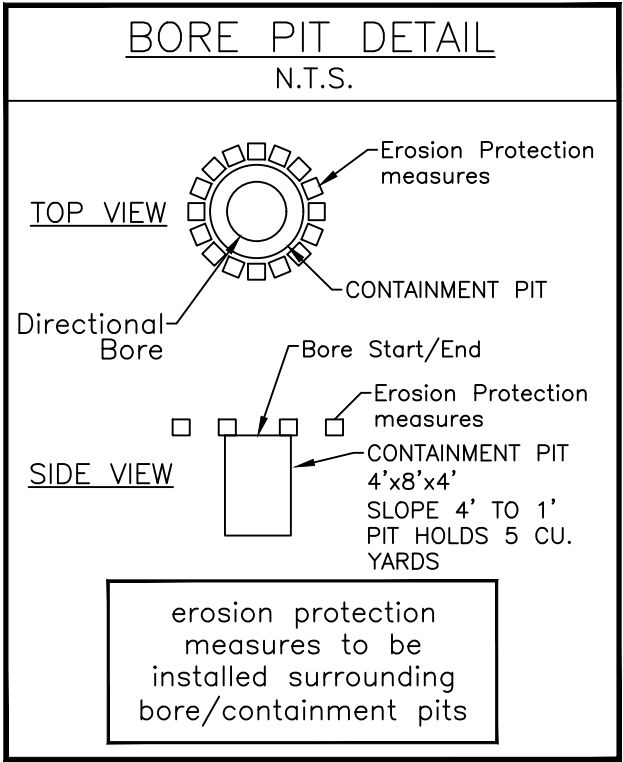
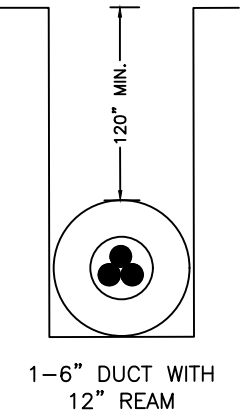


CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

- GENERAL NOTES
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 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0.
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS.
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
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 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.



MATCHLINE
SEE SHEET
13

REFERENCE DWG's

PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:_____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials	Cert. Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		CITY		DR. DIST.	COUNTY AIR
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Date		WMD		RR XING	COUNTY RD.
Foreman's Signature		Date		Telephone Request?		YES ☐ NO ☒	CATV Request?
						YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

M/A: CF	
HOLLY HILL CONV. PH3 OH2UG	
HOLLY HILL VOLUSIA COUNTY, FL	
DWG NO.	(11) of (16)
WR:12158163	IWR: - -

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:16 CAD NAME:

MATCHLINE SEE SHEET 11

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 13

MATCHLINE SEE SHEET 1

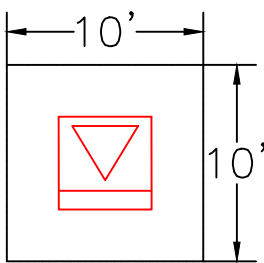
REFERENCE DWG's

ATTENTION
ROW AGREEMENT

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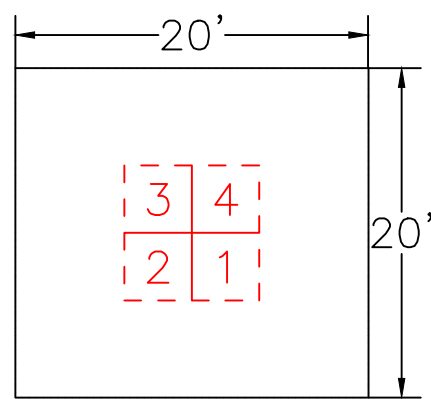
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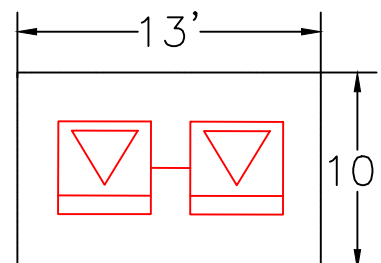
TYPICAL PROPOSED TRANSFORMER LAYOUT:

- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20' X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



TYPICAL PROPOSED TRANSFORMER LAYOUT:

- OPEN DELTA
- REQUIRED EASEMENT
- 13' X 10'
- UNLESS OTHERWISE NOTED

PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG. NO. (12) of (16) WR:12158163 IWR: -
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		DRAWN BY	A. VOZZA	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		DATE	12/20/24	
Supervisor's Signature				CITY		DR. DIST.	COUNTY AIR		STATE RD X	FAA	
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Foreman's Signature				Telephone Request?		YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒	0 10 20 40 FEET		

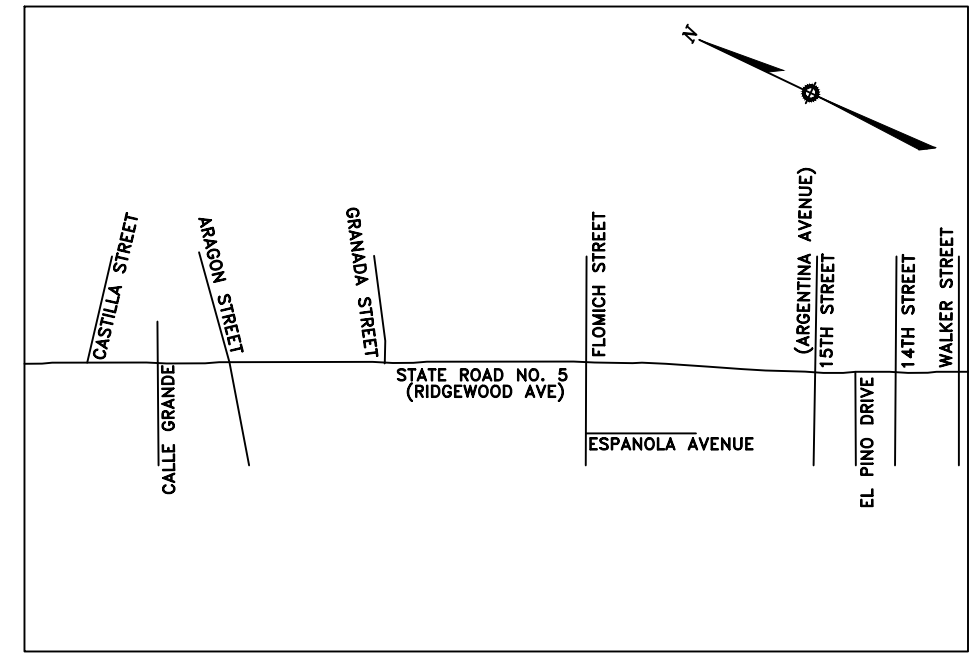
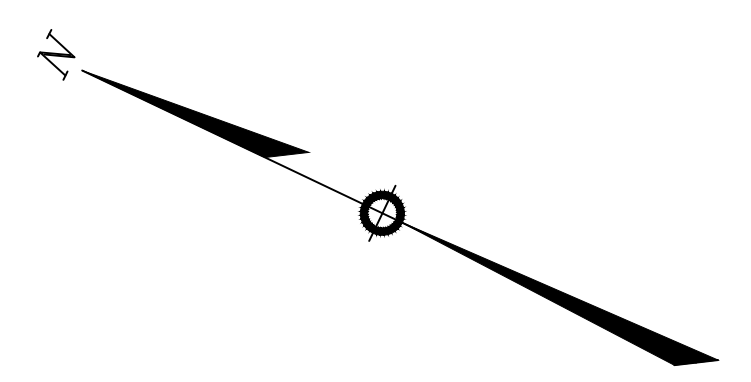
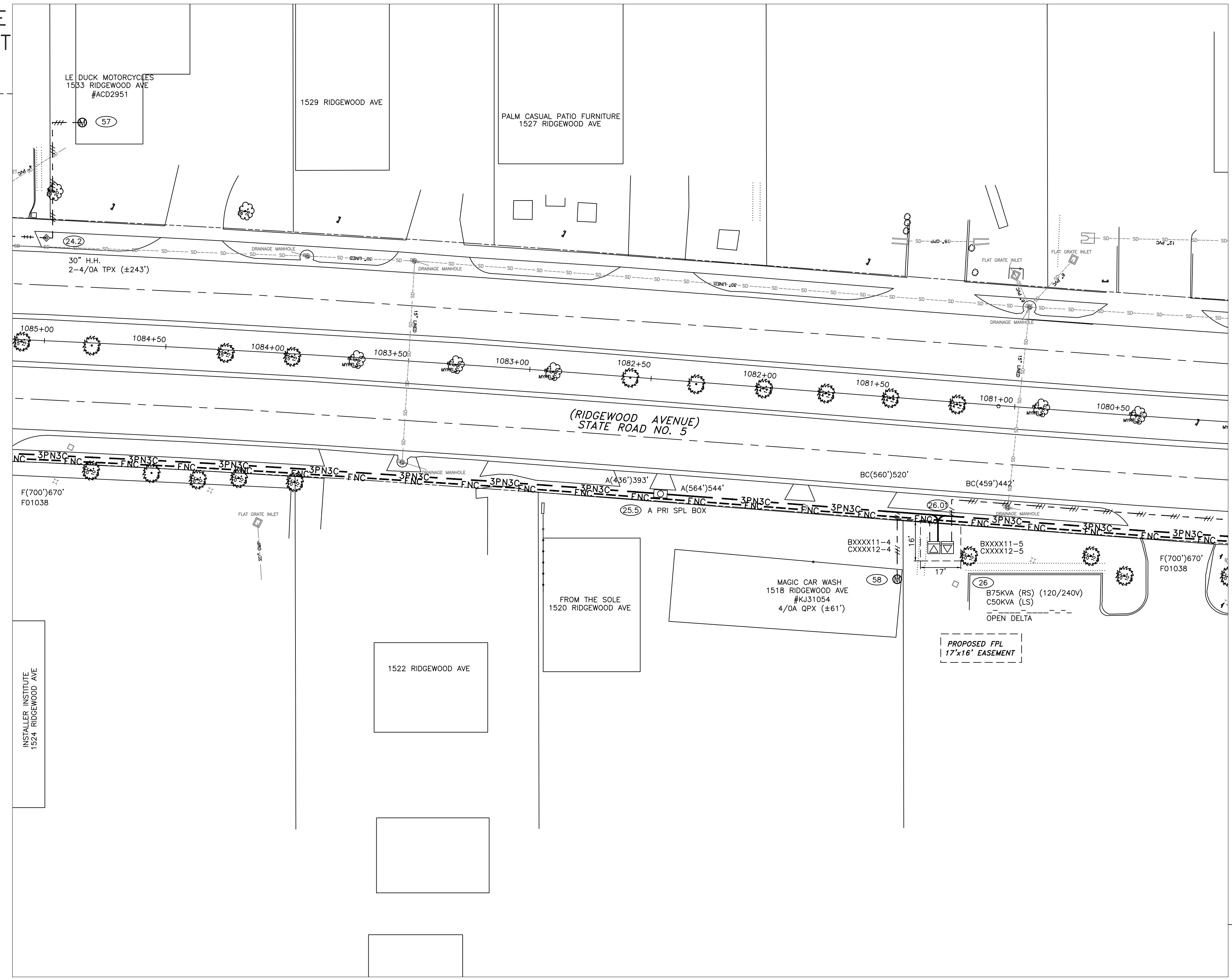
CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:21

MATCHLINE
SEE SHEET
11

MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 14

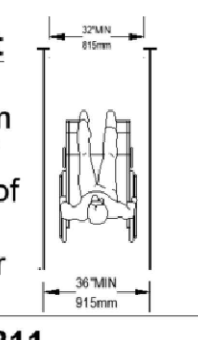
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



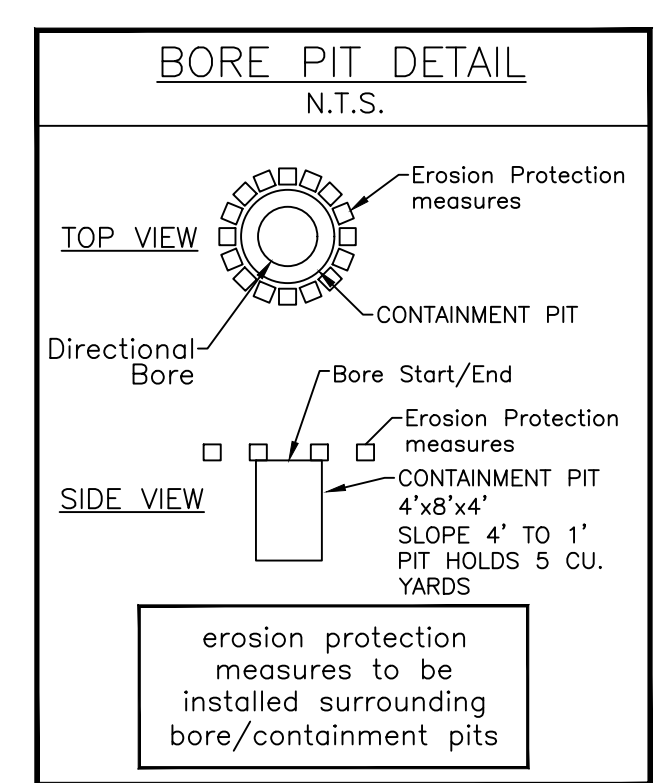
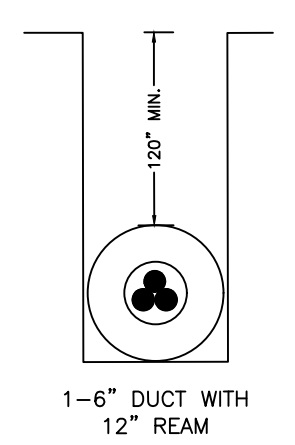
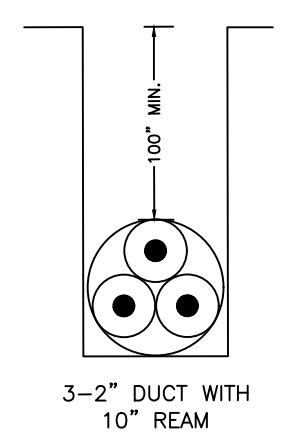
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YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



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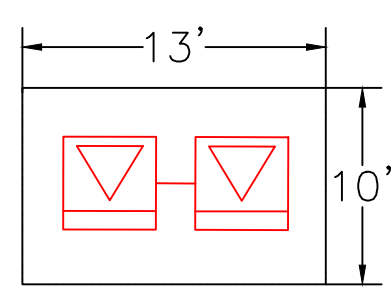
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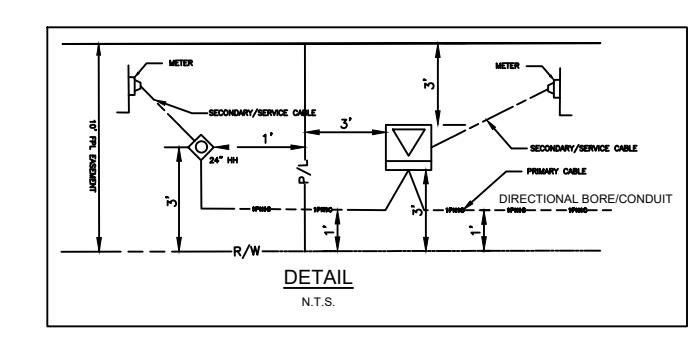
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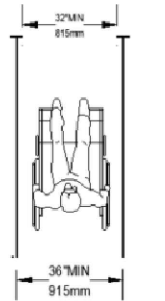
TYPICAL PROPOSED TRANSFORMER LAYOUT:

- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		Date _____		CITY		DR. DIST.	COUNTY AIR	STATE RD X	FAA
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Date _____		WMD		RR XING	COUNTY RD.	TRANS.	
Foreman's Signature _____ Date _____		Date _____		Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	

	DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL
	DRAWN BY	A. VOZZA	
	DATE	12/20/24	
	MAP NO.	DY-0964	
0 10 20 40 FEET		DWG. NO. (13) of (16) WR:12158163 IWR: - -	



RED	ELECTRIC	BLUE	WATER
LOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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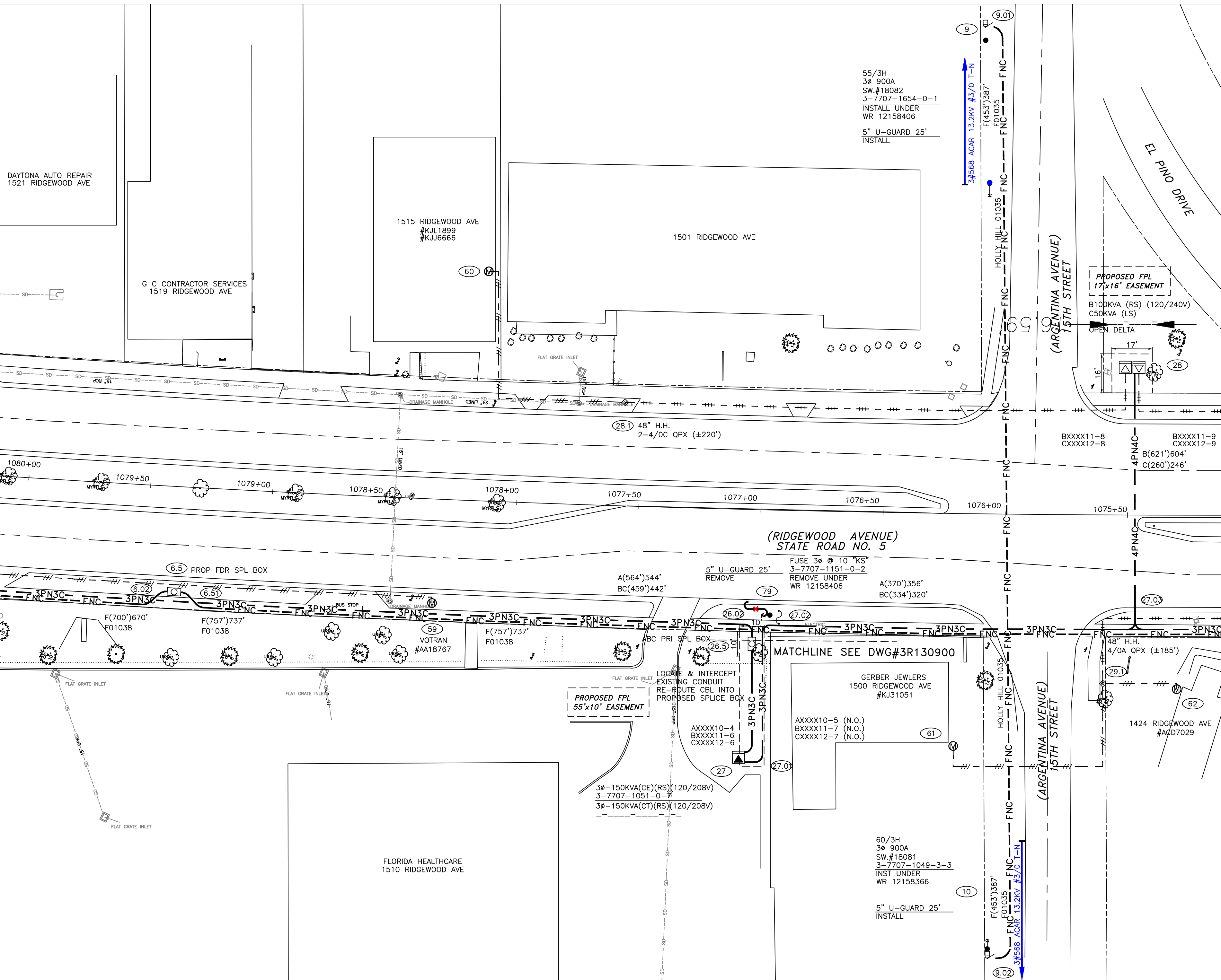
TWNP: 14 RNG: 32 SEC: 42 QTR: _____

HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (14) of (16)

WR:12158163 IWR: — —

MATCHLINE SEE SHEET 15



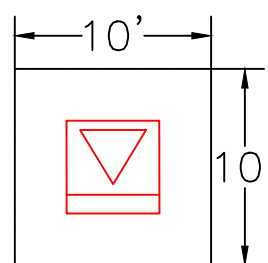
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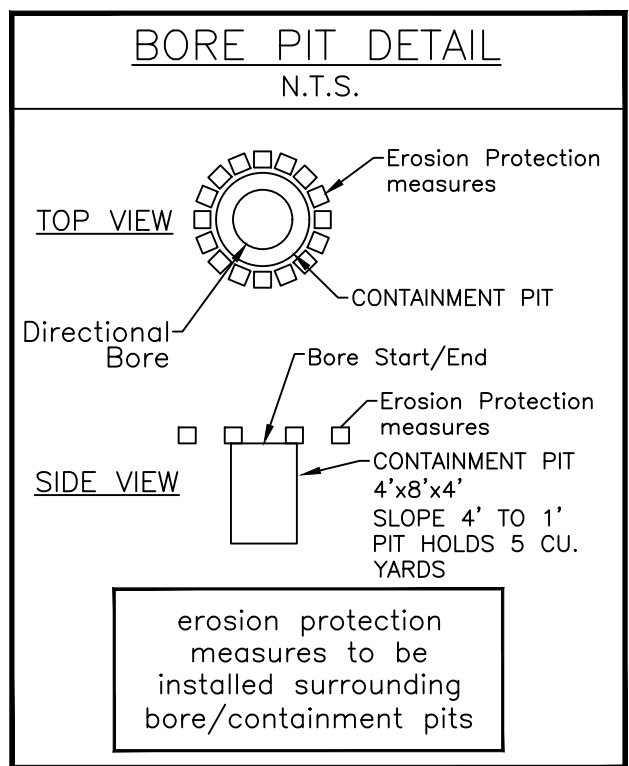
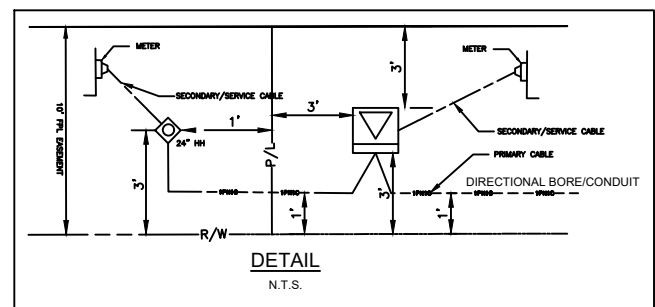
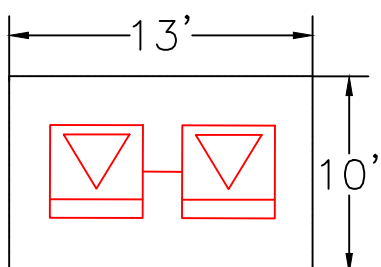
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- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
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PRELIMINARY

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒	
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMITS REGD		CITY		DR. DIST.	
						COUNTY AIR		STATE RD X	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR XING		COUNTY RD.	
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

A horizontal scale bar with tick marks at 0, 10, 20, and 40. The word "FEET" is centered below the bar.

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:31

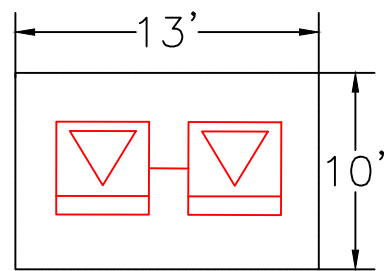
MATCHLINE SEE SHEET 14

ATTENTION
ROW AGREEMENT

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DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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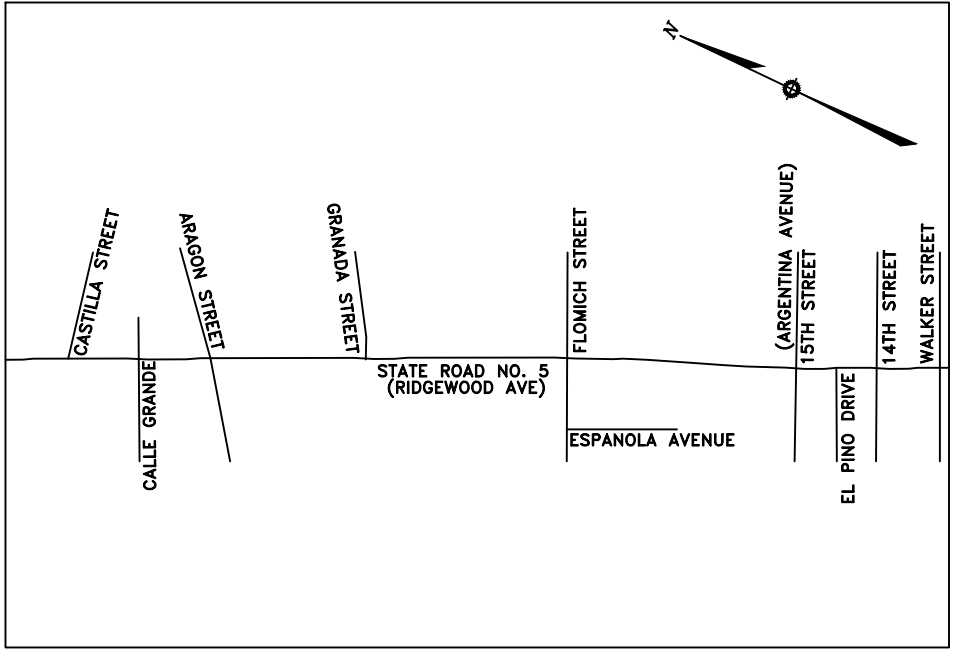
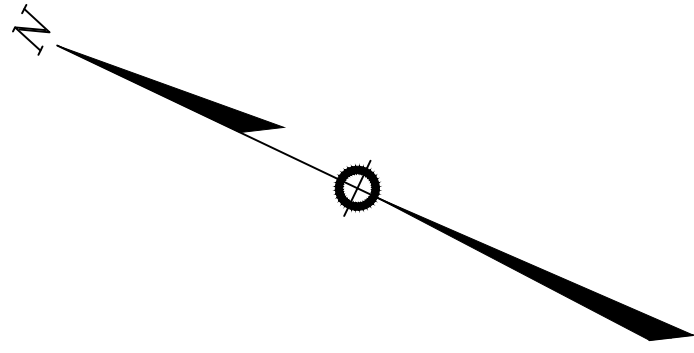
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



TYPICAL PROPOSED TRANSFORMER LAYOUT:
• OPEN DELTA
• REQUIRED EASEMENT
• 13' x 10'
• UNLESS OTHERWISE NOTED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒			DESIGNED BY		A. VOZZA		M/A: CF		
Initials		Foreman's Signature		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒			DRAWN BY		A. VOZZA		HOLLY HILL CONV. PH3		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet			DATE		12/20/24		HOLLY HILL		
Supervisor's Signature				Date		CITY		DR. DIST.			COUNTY AIR		STATE RD X		FAA		VOLUSIA COUNTY, FL
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature		Date		WMD		RR XING		COUNTY RD.		TRANSM.		DWG NO. (15) of (16)	
Posted by				Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒				0 10 20 40		FEET		WR:12158163		IWR: - -	

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

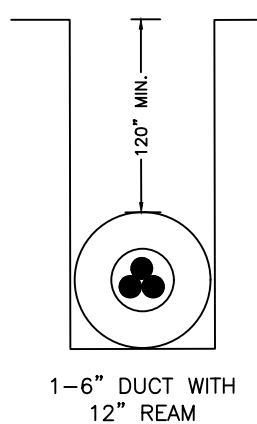
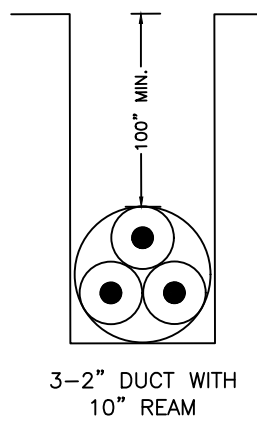
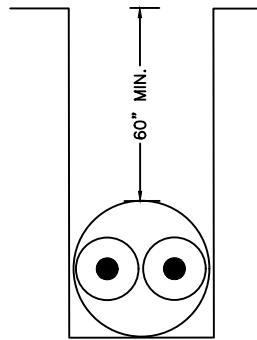
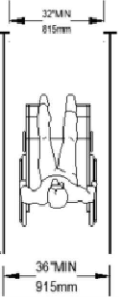


American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

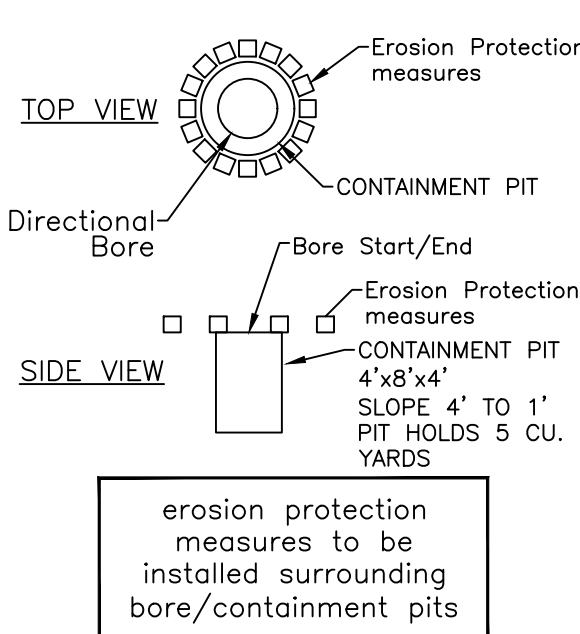
LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0.
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS.
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
 - CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

BORE PIT DETAIL
N.T.S.

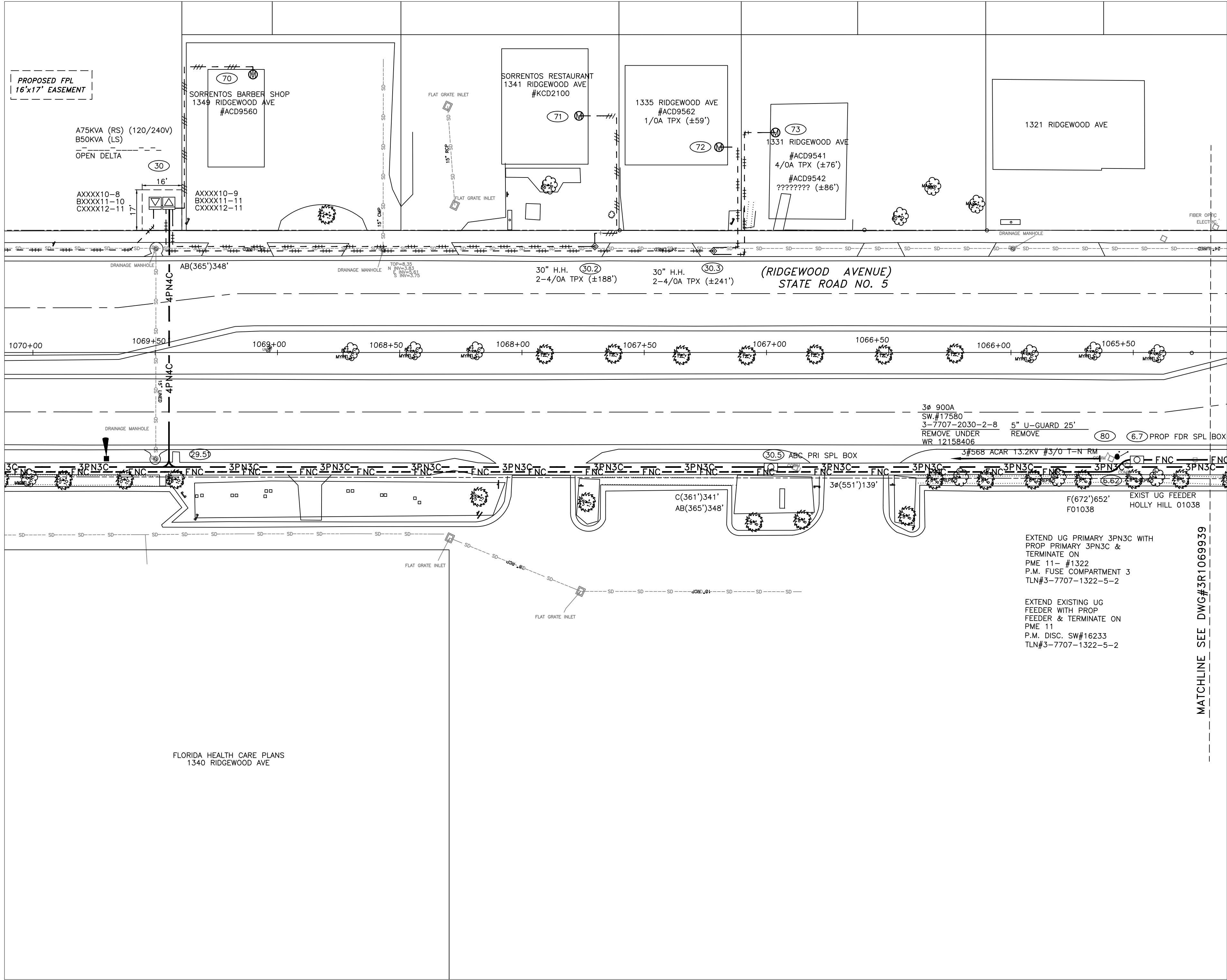


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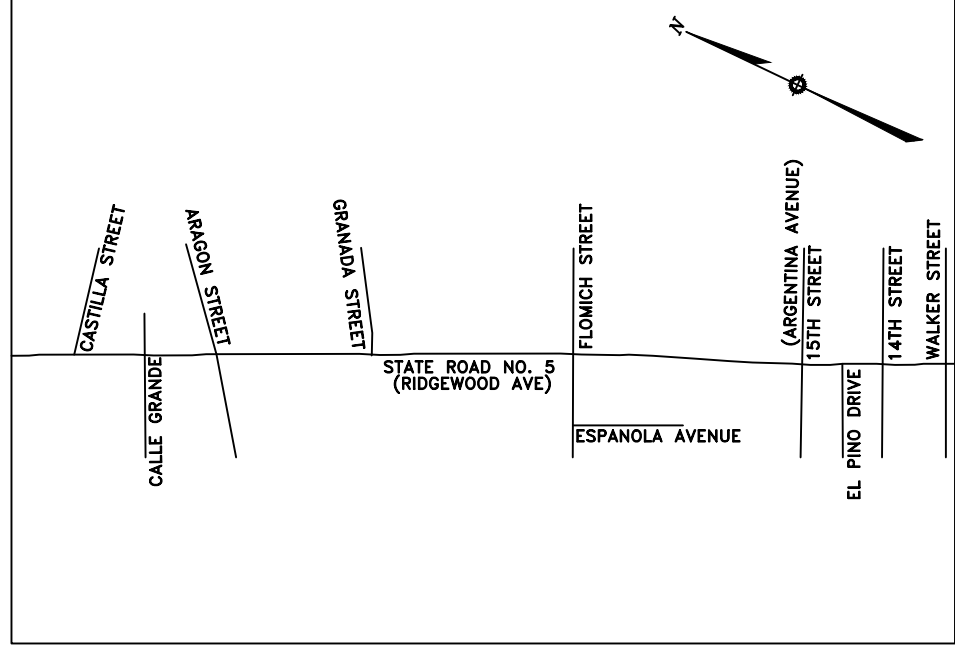
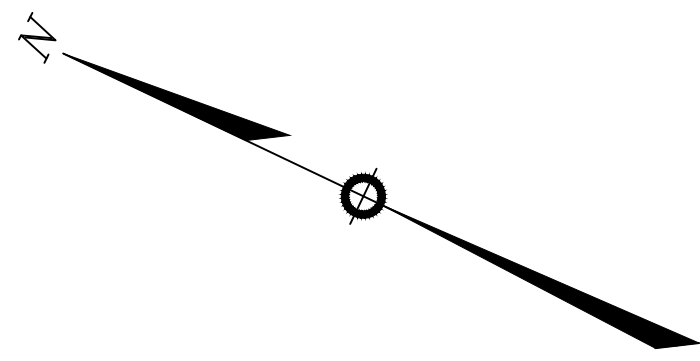
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PLOT DATE: 12/20/2024 PLOT TIME: 14:11:36 CAD NAME:

MATCHLINE SEE SHEET 15



INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY



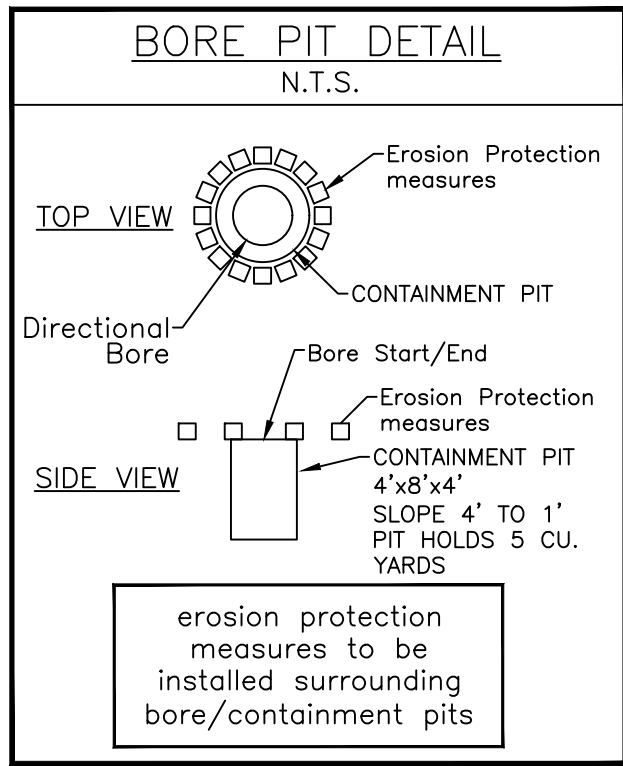
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REFERENCE DWG's



PRELIMINARY

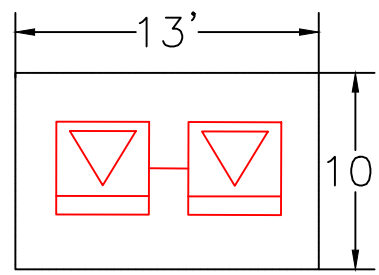
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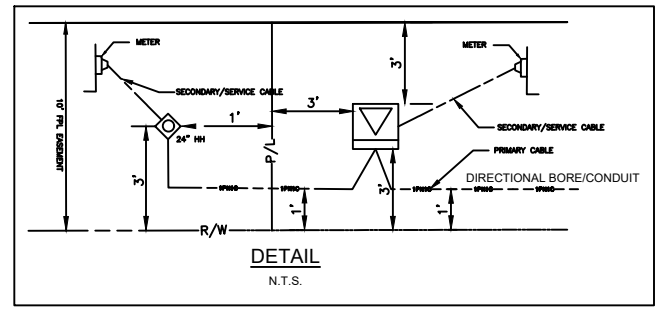
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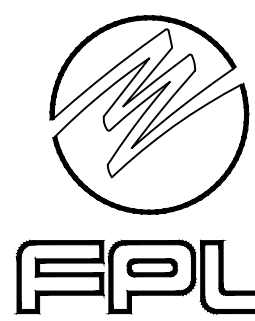
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Initials	Cert. Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
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Foreman's Signature		Posted by	Telephone Request?	YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

W/A: CF
HOLLY HILL CONV. PH3
OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL
DWG. NO. (16) of (16)
WR:12158163 IWR: - -

CITY OF HOLLY HILL

US-1 (RIDGEWOOD AVENUE)

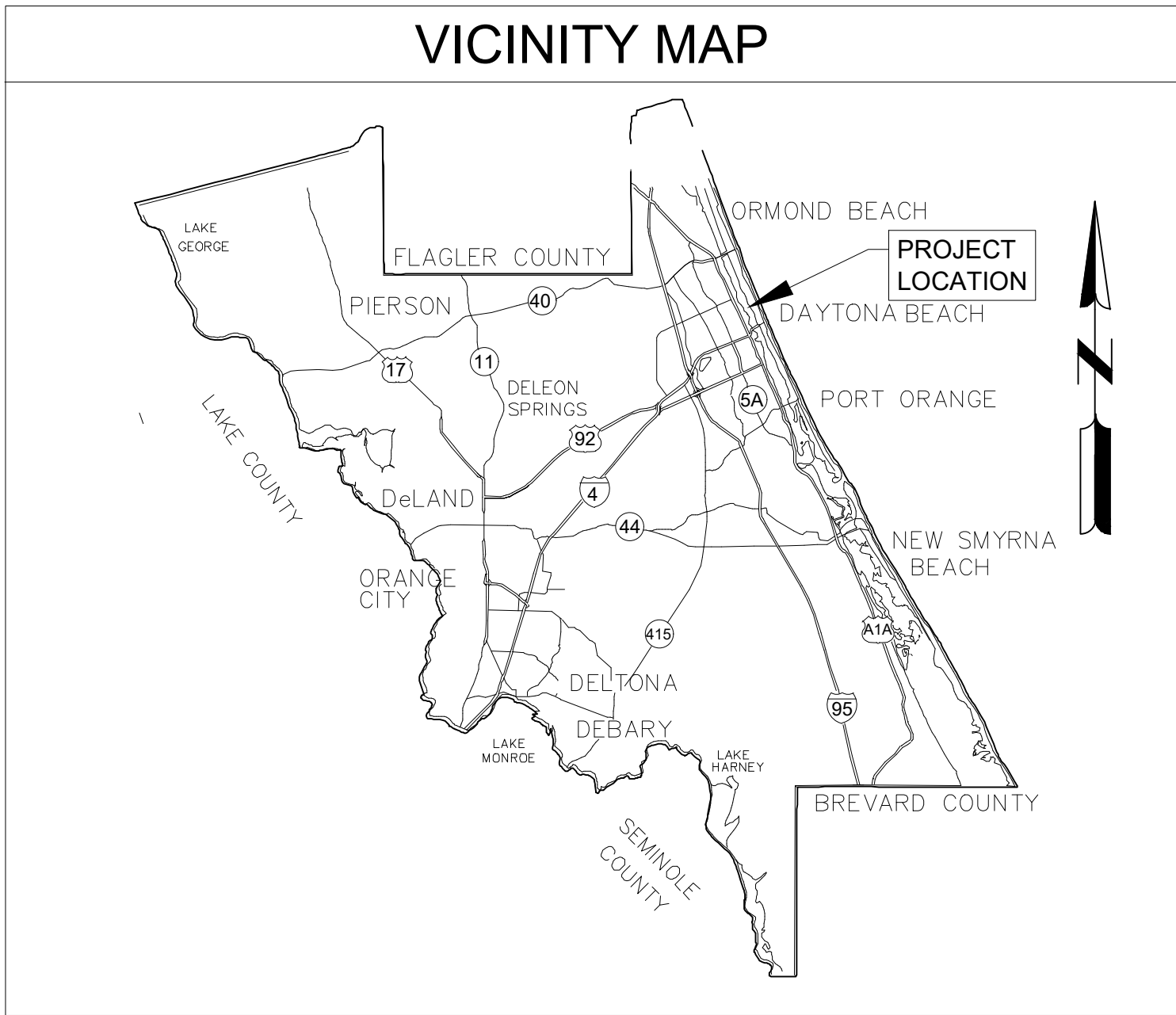
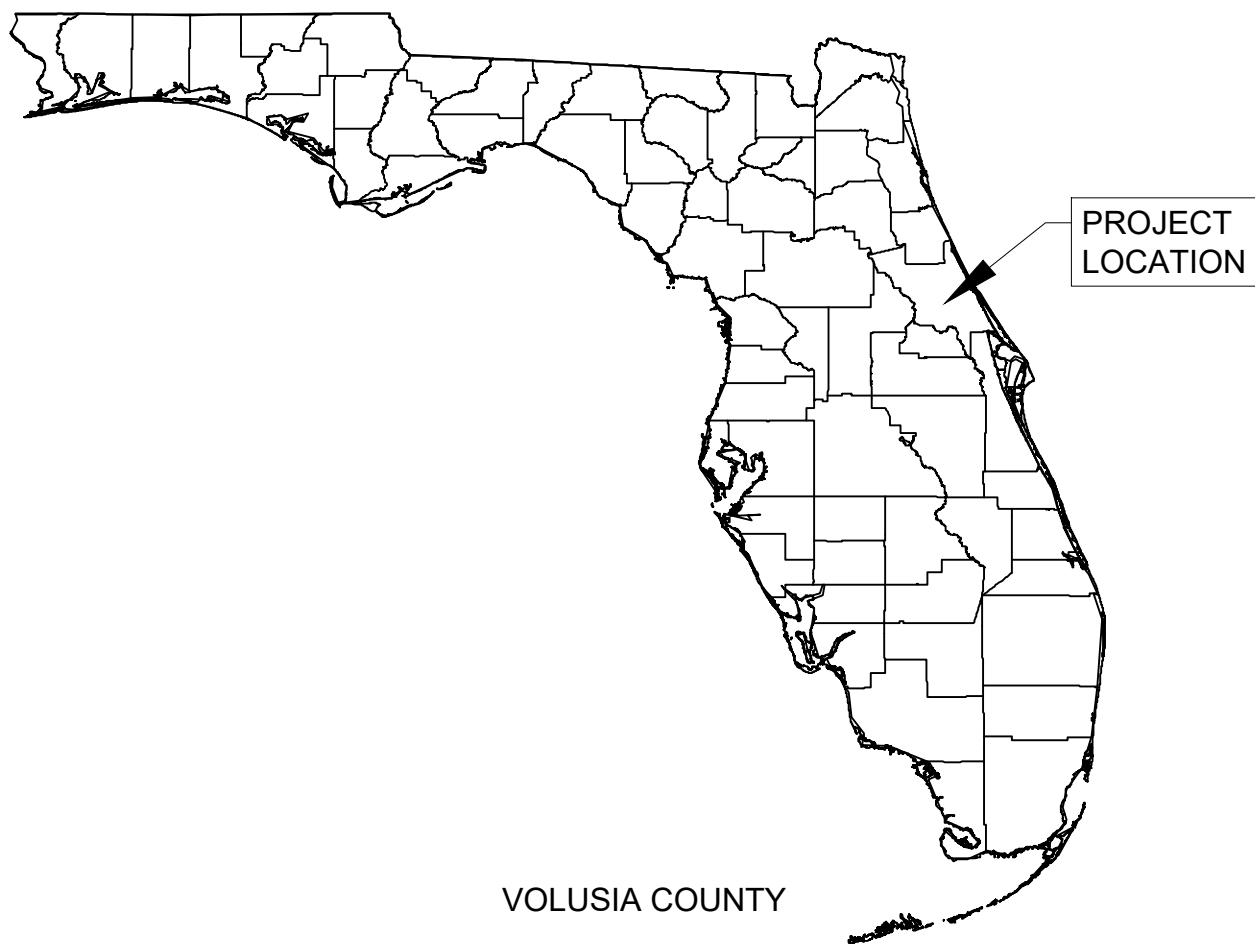
OVERHEAD TO UNDERGROUND UTILITY CONVERSION - PHASE 3 FROM WALKER STREET TO CALLE GRANDE AVENUE

1000710-171304.05

AUGUST 2025

BID SET

ELECTRICAL PLANS



GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Standard Plans for Road Construction and associated IRs are available at the following website:
<https://www.fdot.gov/design/standardplans/2024/24.shtm>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm>



SHEET INDEX

Sheet Number

G-001 COVER SHEET (ELECTRICAL)

E-001 KEY SHEET (ELECTRICAL)

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E-011 ELECTRICAL SITE PLAN

E-012 ELECTRICAL SITE PLAN

E-013 ELECTRICAL SITE PLAN

E-014 ELECTRICAL SITE PLAN

E-015 ELECTRICAL SITE PLAN

E-016 ELECTRICAL SITE PLAN

E-017 ELECTRICAL SITE PLAN

E-018 ELECTRICAL SITE PLAN

E-019 ELECTRICAL SITE PLAN

E-101 POWER PLANS AND RISER DIAGRAM

E-102 POWER PLANS AND RISER DIAGRAM

E-103 POWER PLANS AND RISER DIAGRAM

E-104 POWER PLANS AND RISER DIAGRAM

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E-216 POWER PLANS AND RISER DIAGRAM

E-217 POWER PLANS AND RISER DIAGRAM

E-218 POWER PLANS AND RISER DIAGRAM

E-501 ELETRICAL DETAILS

PROJECT TEAM:

OWNER:

CITY OF HOLLY HILL
CONTACT: ANTOINE KHOURY
PUBLIC WORKS DIRECTOR
1065 RIDGEWOOD AVENUE,
HOLLY HILL, FL 32117
PHONE: (386)-248-9463

ENGINEER OF RECORD:

CIVIL ENGINEER:

MEAD & HUNT, INC.
CONTACT: DAVID KING
PROJECT MANAGER
4401 EASTPORT PARKWAY
PORT ORANGE, FL 32127
PHONE: (386)-547-7362

CITY OFFICIALS	
MAYOR	JOHN PENNY
CITY MANAGER	JOSEPH FORTE
COMMISSIONERS	
VICE MAYOR	ROY JOHNSON
COUNCILMEMBER	DEBRA SNOW
COUNCILMEMBER	PENNY CURRIE
COUNCILMEMBER	JEFFREY "JD" DELANOY



Know what's below.
Call before you dig.

Mead & Hunt

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Port Orange, FL 32127
phone: 386-761-6810
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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

ISSUED

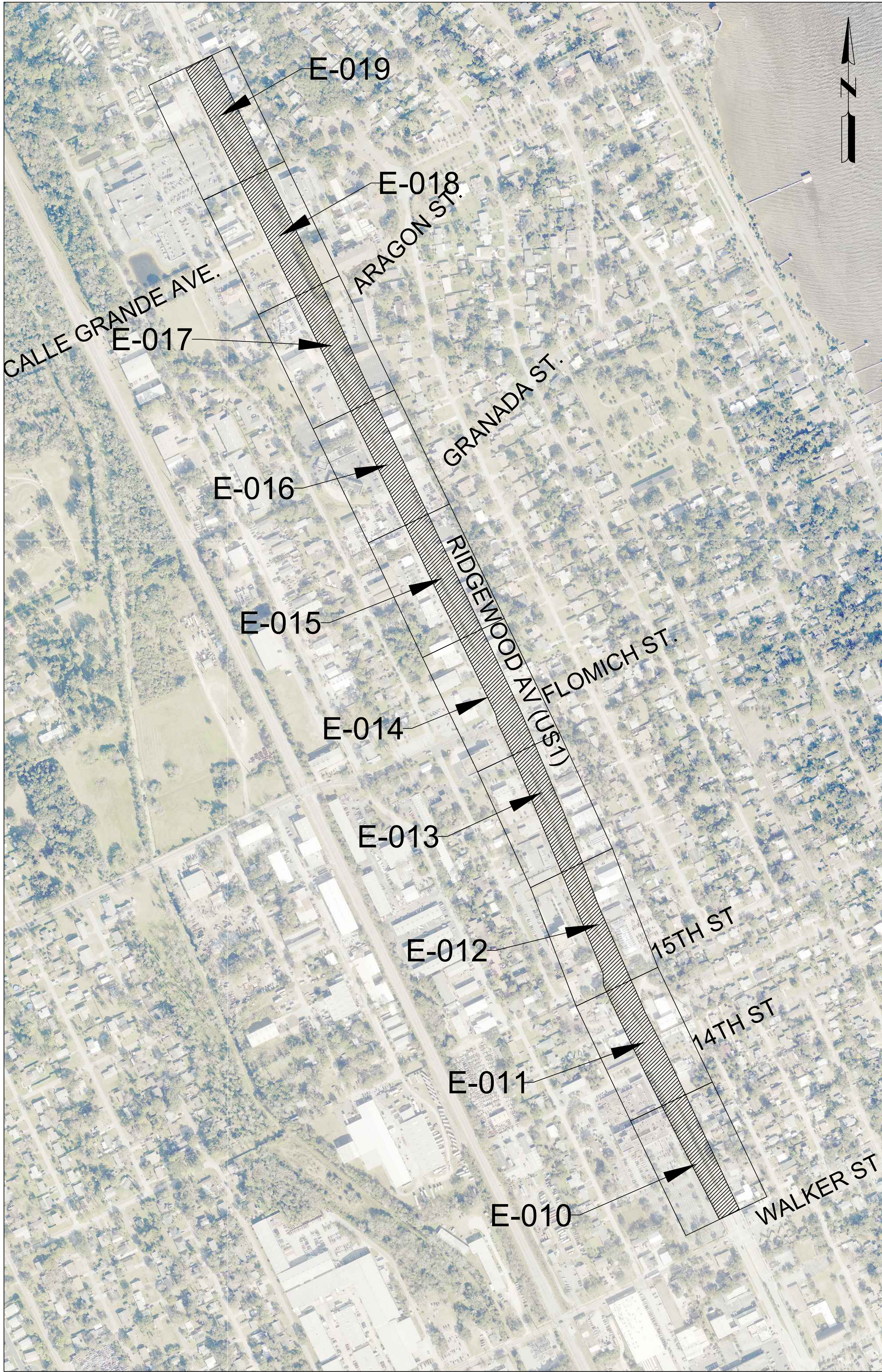
NOT FOR CONSTRUCTION

M&H NO.: 1000710-171304.05
DATE: AUGUST 2025
DESIGNED BY: RJG
DRAWN BY: RJG
CHECKED BY: DAK
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET
(ELECTRICAL)

SHEET NO.

G-001



ABBREVIATIONS

3R	NEMA 3R RATING
4X	NEMA 4X RATING
A	AMPERES
A/E	ARCHITECT / ENGINEER
AAC	ABOVE ACCESSIBLE CEILING
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AIC	AMPERE INTERRUPTING CAPACITY
AL	ALUMINUM
ALT	ALTERNATE
ATS	AUTOMATIC TRANSFER SWITCH
BLDG	BUILDING
BRKR	BREAKER
C	CIRCUIT
CB	CIRCUIT BREAKER
CBV	CABLING BY VENDOR
CKT	CIRCUIT
CP	CIRCULATION PUMP OR CONTROL PANEL
CPT	CONTROL POWER TRANSFORMER
CU	COPPER
D	DEMOLISH
DISC	DISCONNECT
DPST	DOUBLE POLE SINGLE THROW
DWG	DRAWING
E	EXISTING
E/O	ELECTRICAL-TO-OPTICAL CONVERTER
EC	ELECTRICAL CONTRACTOR
ECB	ENCLOSED CIRCUIT BREAKER
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
ERL	EXISTING TO BE RELOCATED
ERLD	EXISTING - RELOCATED LOCATION
ETR	EXISTING TO REMAIN
F	FUSED
FVNR	FULL VOLTAGE NON REVERSING
GC	GENERAL CONTRACTOR
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
GRS	GALVANIZED RIGID STEEL
HD	HAND DRYER
HOA	HAND OFF AUTO
HOR	HAND OFF REMOTE
HP	HORSEPOWER
HVAC	HEATING, VENTILATION, AIR CONDITIONING
IG	ISOLATED GROUND
IMC	INTERMEDIATE METALLIC CONDUIT
INT	INTERLOCK
IWH	INSTANTANEOUS WATER HEATER
J-BOX	JUNCTION BOX
KMCL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT-AMPERES
LA	LIGHTNING ARRESTOR
LBS	POUNDS
LCS	LOCAL CONTROL STATION
LFS	LIGHTING FIXTURE SCHEDULE
LTG	LIGHTING
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR OR METAL CLAD CABLE
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MDF	MAIN DISTRIBUTION FRAME
MDP	MAIN DISTRIBUTION PANEL
MH	MANHOLE
MIN	MINIMUM
MLO	MAIN LUG ONLY
MM	MULTIMODE (FIBER)
MTD	MOUNTED
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NL/EL	NIGHT LIGHT AND EMERGENCY LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OC	ON CENTER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OH	OVERHEAD
OL	OVERLOAD
P	POLE
PB	PUSH BUTTON
PH	PHASE
PM	PHASE MONITOR
PML	PANEL
PVC	POLYVINYL CHLORIDE
RCP	RADIANT CEILING PANEL
RECPT	RECEPTACLE
REF	REFRIGERATOR
REQ'D	REQUIRED
RGS	RIGID GALVANIZED STEEL CONDUIT MAY ALSO BE REFERENCED AS RMC OR
RMC	RIGID METAL CONDUIT
SM	SINGLE MODE (FIBER)
S/N	SOLID NEUTRAL
SE	SERVICE ENTRANCE
SS	STAINLESS STEEL
ST	SHUNT TRIP
SW	SWITCH
TBR	TO BE REMOVED
TYP	TYPICAL
UG	UNDERGROUND
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
V	VOLTS
VFD	VARIABLE FREQUENCY DRIVE
VS	VERSUS
W	WATTS
WL	WET LOCATION LISTED
WP	WEATHERPROOF
XFMR	TRANSFORMER
XP	EXPLOSION PROOF

COORDINATION NOTES

- COORDINATE COMPLETE INSTALLATION WITH FPL, THE ENGINEER, AND CITY BUILDING OFFICIAL.
- OBTAIN ALL PERMITS AND INSPECTIONS REQUIRED BY THE CITY.
- PRIOR TO ANY ELECTRICAL WORK, IDENTIFY METHODS AND MATERIALS, AND OBTAIN PERMIT FOR EACH SERVICE.
- UNLESS OTHERWISE NOTED, ALL CONDUCTORS TO BE THWN COPPER.
- NO LBS, PLUMBING 90 DEGREE CONDUITS ALLOWED AHEAD OF METERS. USE ALL SWEEP 90 DEGREE. MINIMIZE THE NUMBER OF 90 DEGREES IN ANY CONDUIT SWEEP. PROVIDE FPL METER SEALING HASP ON ANY REMOVABLE COVERS SERVING METER GUTTERS, ETC.
- THE CITY WILL WAIVE ALL CITY PERMIT FEES.
- THE CITY WILL PAY THE FPL CONVERSION FEES.
- THE CITY DOES NOT ALLOW STORAGE OF MATERIALS ON-SITE OR ON VACANT LOTS WITHOUT CITY COMMISSION APPROVAL OF A SPECIAL EXCEPTION. THE CONTRACTOR IS TO PROVIDE COST FOR RENTING A SUITABLE SITE. IF THE SELECTED SITE IS DEEMED ACCEPTABLE, AND THE CONTRACTOR DESIRES TO APPLY FOR A SPECIAL EXCEPTION. THE CITY WILL WAIVE THE APPLICATION FEE.
- DURING DISCONNECTS / RECONNECTS, THE INTERRUPTION OF SERVICE SHALL BE KEPT TO A MINIMUM. IN THE CASE OF EXTENSIVE OUTAGE, THE CITY WILL PROVIDE A 30KW 3 PHASE GENERATOR AND THE CONTRACTOR WILL BE RESPONSIBLE FOR ITS CONNECTION. CONTRACTOR SHALL SUBMIT ANY REQUEST FOR GENERATOR USE IN A TIMELY FASHION AND PROVIDE THE CITY WITH AMPLE TIME TO COORDINATE WITH THE CONTRACTOR.

ONE-LINE SYMBOLS

	FUSED DISCONNECT SWITCH
	EQUIPMENT CONNECTION
	METER
	NON-FUSED DISCONNECT SWITCH
	PANELBOARD (ELEVATION VIEW)
	UTILITY CONNECTION

LINE TYPE KEY

	NEW WORK (DARK SOLID LINE)
	EXISTING TO REMAIN (THIN SOLID LINE)
	DEMOLITION WORK (DARK DASHED SOLID LINE)
	NEW WORK (DARK SOLID LINE)
	DEMOLITION WORK (DARK DASHED SOLID LINE)
	CENTER LINE
	EASEMENT
	OVER HEAD LINES
	RIGHT OF WAY
	SANITY SEWER
	WATER MAIN

SITE SYMBOLS

	HANDHOLE
	CUSTOMER METER
	TRANSFORMER

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING CODES, STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.
- UTILITIES AND STRUCTURES SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO AVOID CONFLICT WITH EXISTING FACILITIES. FIELD CHANGES TO PIPE ALIGNMENT MAY BE NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR POSSIBLY WORKING IN CLOSE PROXIMITY OF TELEPHONE CABLES WHICH MAY INCLUDE STRIPPING AND RE-BURYING CABLES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER EXISTING FEATURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE BECOME FAMILIAR WITH THE DETAILS OF WORK, VERIFY EXISTING CONDITIONS IN THE FIELD, AND ADVISE THE ENGINEER OF ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THE DRAWINGS. THESE CONFLICTS SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING THEIR WORK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE A FIRE HYDRANT METER AND BACK-FLOW ASSEMBLY FOR WATER USAGE. WATER USAGE WILL BE BILLED BUT SHALL BE METERED AND REPORTED TO THE CITY. CONTRACTOR MY OBTAIN A FIRE HYDRANT METER AND BACK-FLOW ASSEMBLY FROM THE CITY'S WATER DEPARTMENT. A REFUNDABLE DEPOSIT WILL APPLY.
- THE CONTRACTOR SHALL CONDUCT THEIR WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROADS TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
- ADEQUATE EXCAVATION, SHEATHING, SHORING, AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS THAT MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, OR IN ANY WAY AFFECTED BY THE WORK, WHICH IS NOT CALLED FOR BY THE PLANS. WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES BY THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ORIGINAL CONDITION.
- ALL NON-PAVED AREAS DISTURBED SHALL BE SODDED WITH LIKE KIND OF SOD.
- ALL DAMAGED PRIVATE SPRINKLERS SHALL BE MADE OPERABLE BY THE CONTRACTOR BY THE END OF THE DAY WHICH THE DAMAGE OCCURRED. SYSTEMS SHALL BE FULLY RESTORED BY THE END OF THE WEEK.
- THE PROPOSED CONDUITS HAVE BEEN SHOWN IN SCHEMATIC FORM. THE CONTRACTOR SHALL LIMIT IMPACT TO EXISTING FEATURES BY GROUPING SIMILAR TYPE CONDUITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH REPLACING AND/OR REPAIRING ANY EXISTING CONDUIT, PIPING, UTILITIES SIDEWALKS, WALLS, PROPERTY, NON-PAVED AREAS, SPRINKLER SYSTEMS, ETC. THAT ARE DAMAGED BY CONSTRUCTIONS. MATCH TO EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION.

FLORIDA POWER & LIGHT (FPL) NOTES:

- CONTACT:
ANDREA CASTLEBLANCO
(561)389-33976
ANDREA.CASTELBLANCO@FPL.COM
- CONDUIT TO BE HDPE / PVC.
- ALL WORK TO CONFORM TO FPL / NEC REQUIREMENTS.
- MINIMUM CONDUIT RADIUS = 3' (SWEEPS).
- FOR COMMERCIAL SERVICES THE CONTRACTOR WILL INSTALL CONDUCTORS.
- FPL WILL PROVIDE ALL HAND HOLES AND TRANSFORMERS.

MAINTENANCE OF TRAFFIC NOTES

- ALL MAINTENANCE OF TRAFFIC SHALL CONFORM TO FDOT 600 INDEXES.
- THE CONTRACTOR SHALL COORDINATE IMPACT TO PARKING WITH PROPERTY OWNERS. CONTRACTORS SHALL NOT IMPACT MORE THAN 50% OF INDIVIDUAL PROPERTY'S PARKING AT ONE TIME.
- SAFE CONTINUOUS PEDESTRIAN TRAFFIC TO BE MAINTAINED.

Mead & Hunt

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HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

ISSUED

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M&H NO.: 1000710-171304.05
DATE: AUGUST 2025
DESIGNED BY: DRK
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CHECKED BY: JRH
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SHEET CONTENTS
KEY SHEET
(ELECTRICAL)

SHEET NO.

E-001

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MATCH LINE: SEE SHEET E-101

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SHEET CONTENTS
ELECTRICAL SITE
PLAN

SHEET NO.

E-010

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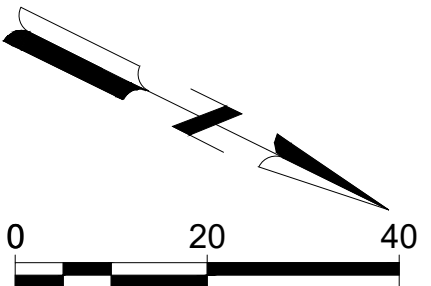
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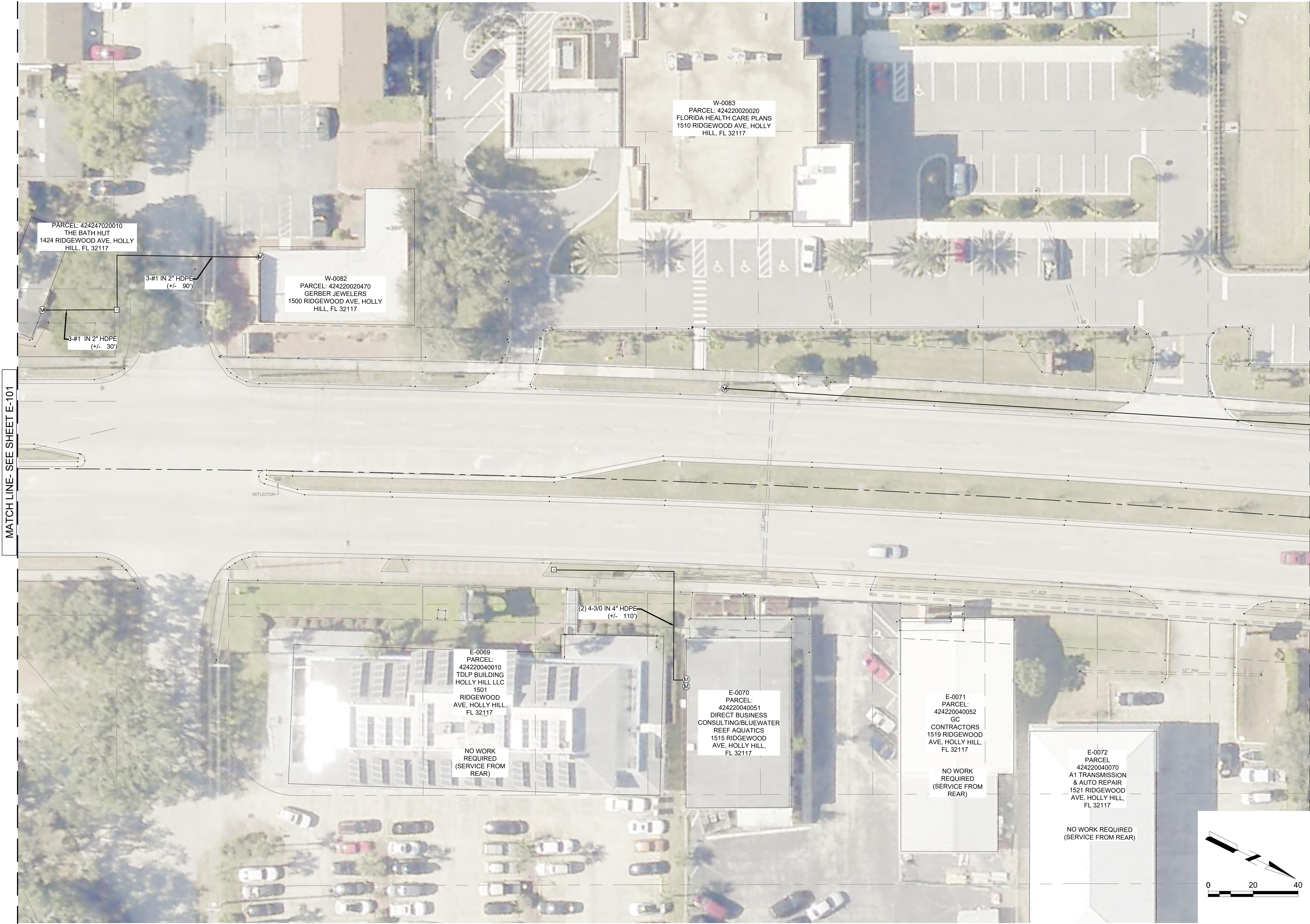
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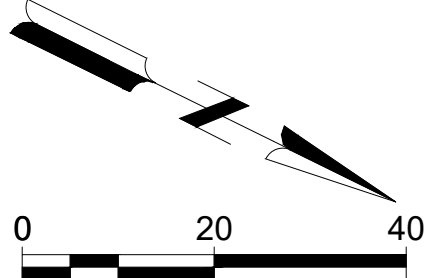
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SHEET CONTENTS
ELECTRICAL SITE
PLAN

SHEET NO.

E-012



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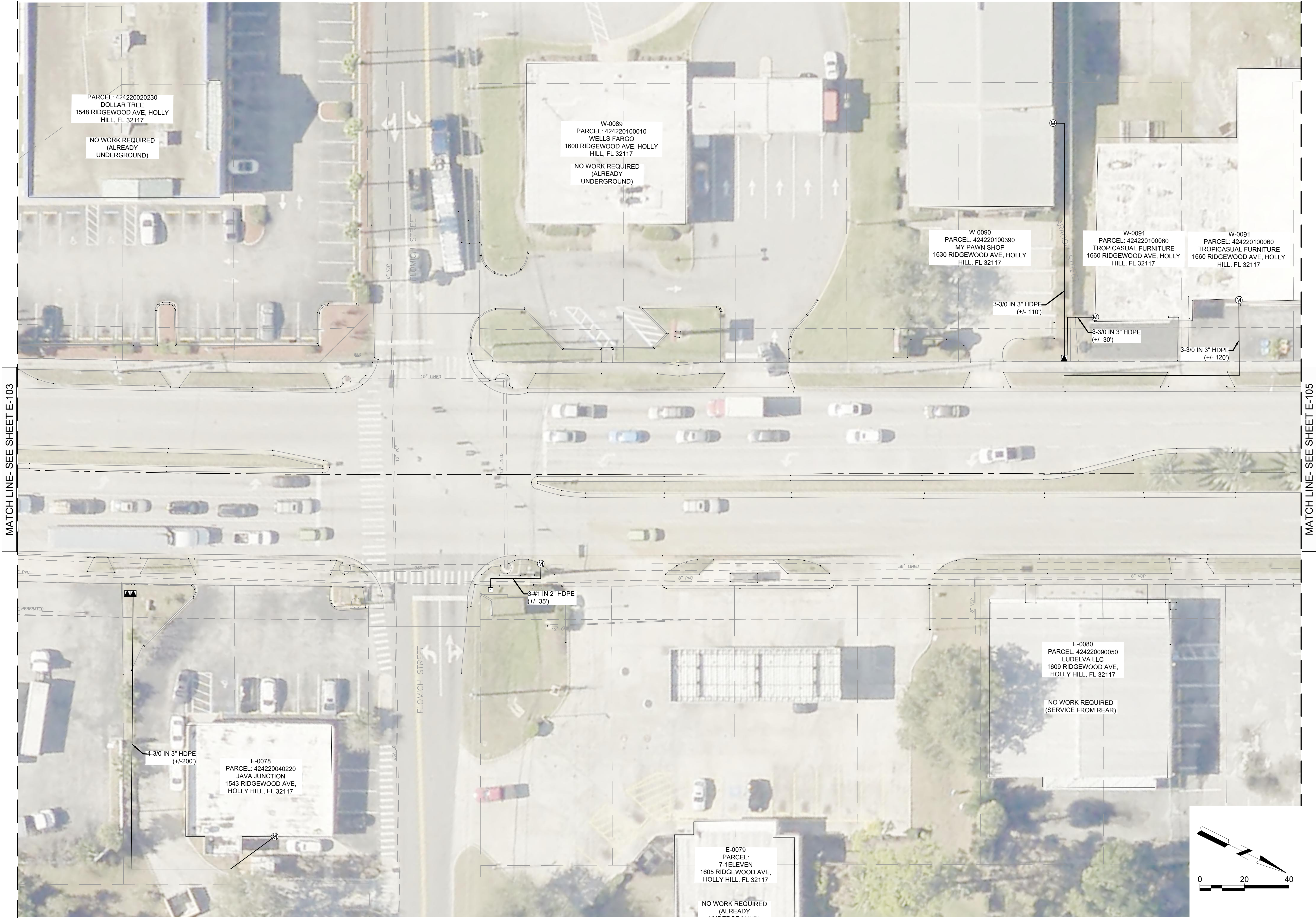
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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

E-014

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ELECTRICAL SITE PLAN

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E-015

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ELECTRICAL SITE PLAN

PLAN

SHEET NO.

三-016



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MATCH LINE- SEE SHEET E-108

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SHEET CONTENTS
ELECTRICAL SITE
PLAN

SHEET NO.

E-017

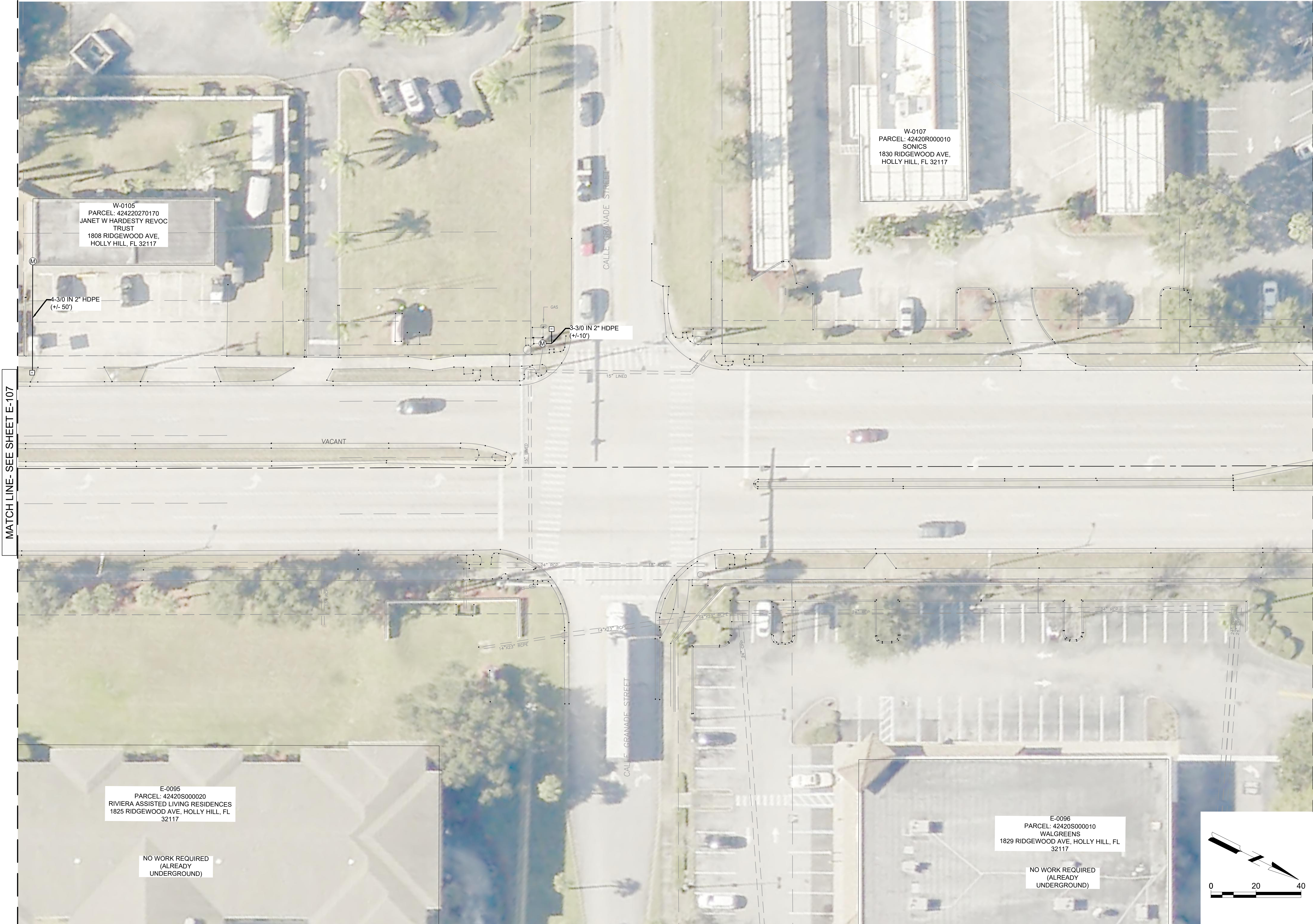
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ELECTRICAL SITE PLAN

SHEET NO.

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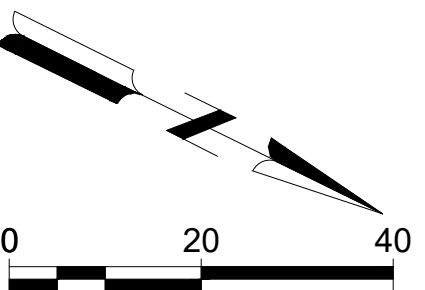
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SHEET CONTENTS

ELECTRICAL SITE
PLAN

SHEET NO.

三-019



MATCH LINE- SEE SHEET C-108

MA ICH LINE- SEE SHEET C-110

PARCEL: 424220260030
FAMILY DOLLAR
782 S YONGE ST, HOLLY
HILL, FL 32174

NO WORK REQUIRED
(ALREADY
UNDERGROUND)

PARCEL: 424220250030
TROPICAL TATTOO
825 S YONGE ST,
ORMOND BEACH, FL 32174

NO WORK REQUIRED
(SERVICE FROM REAR)

PARCEL: 424220250040
EAST COAST INSURORS
801 S YONGE ST,
ORMOND BEACH, FL 32174

NO WORK REQUIRED
SERVICE FROM REAR)

PARCEL: 424220250060
ALL STAR AUTOS
795 S YONGE ST,
ORMOND BEACH, FL 32174

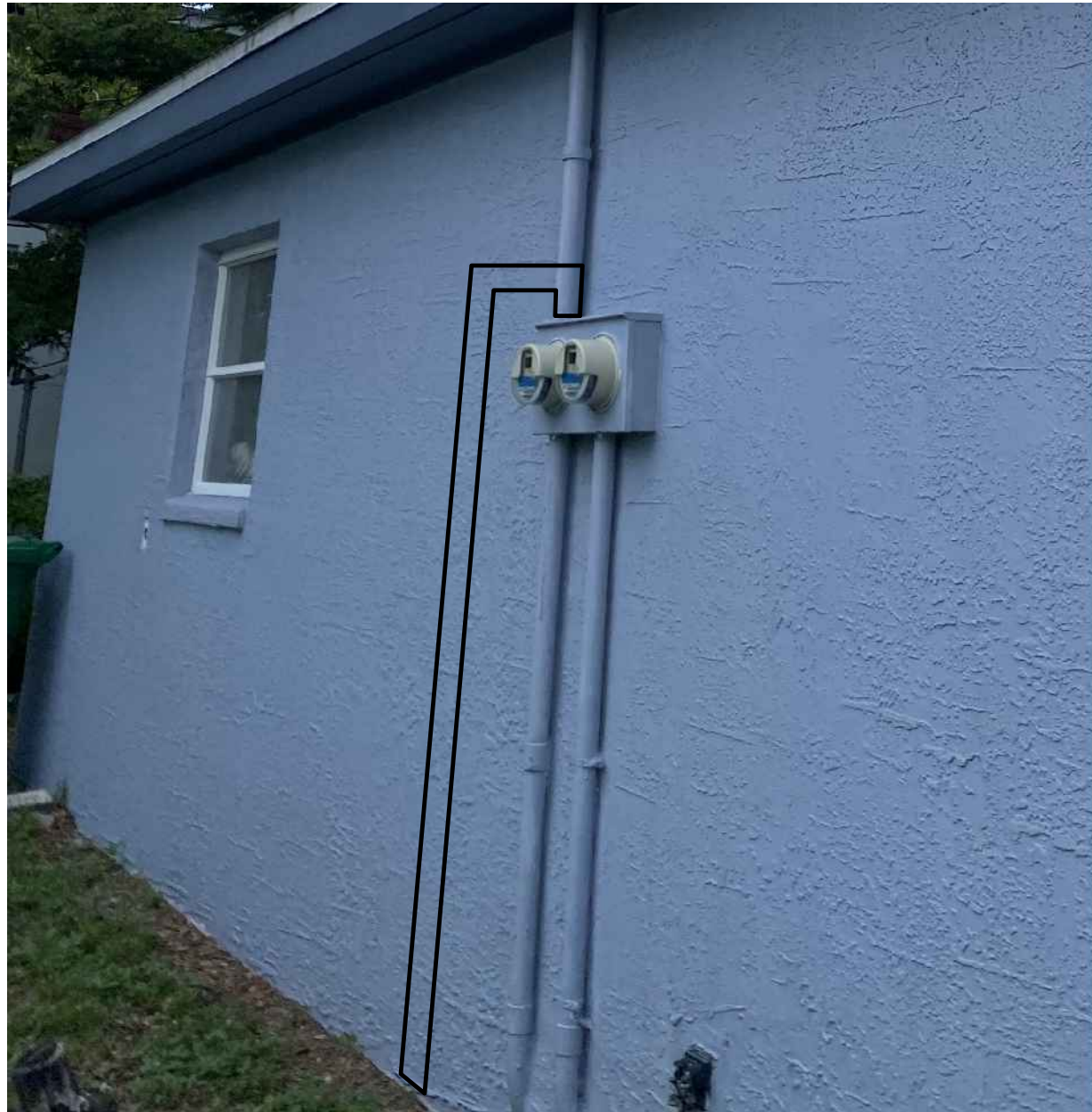
NO WORK REQUIRED
(SERVICE FROM REAR)

PARCEL: 424220250080
LAW OFFICE OF JAMES W.LEDFORD
787 S YONGE ST,
ORMOND BEACH, FL 32174

NO WORK REQUIRED
(SERVICE FROM REAR)

PARCEL: 424220250010
VAN DOORN FAMILY TRUST
835 S YONGE ST, ORMOND BEACH, FL
32174

NO WORK REQUIRED
(SERVICE FROM REAR)

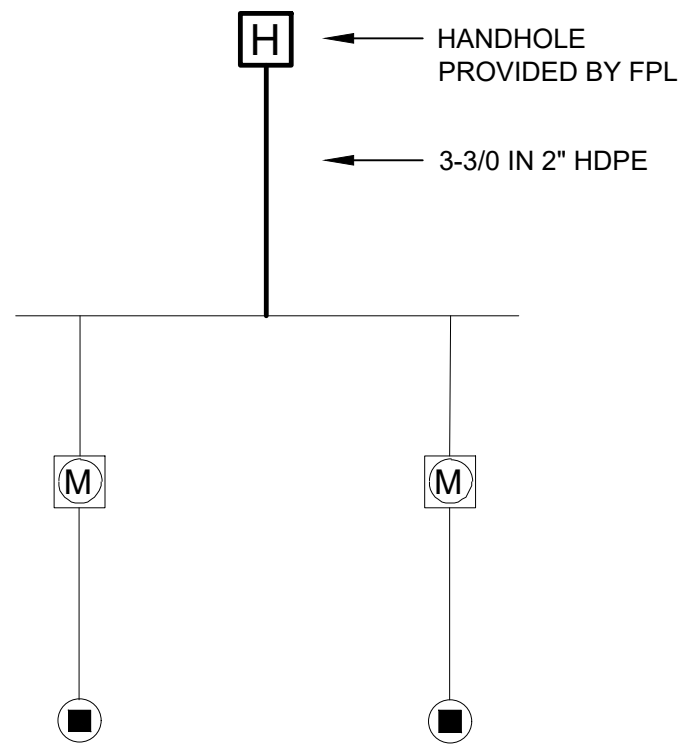


1331 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1331 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

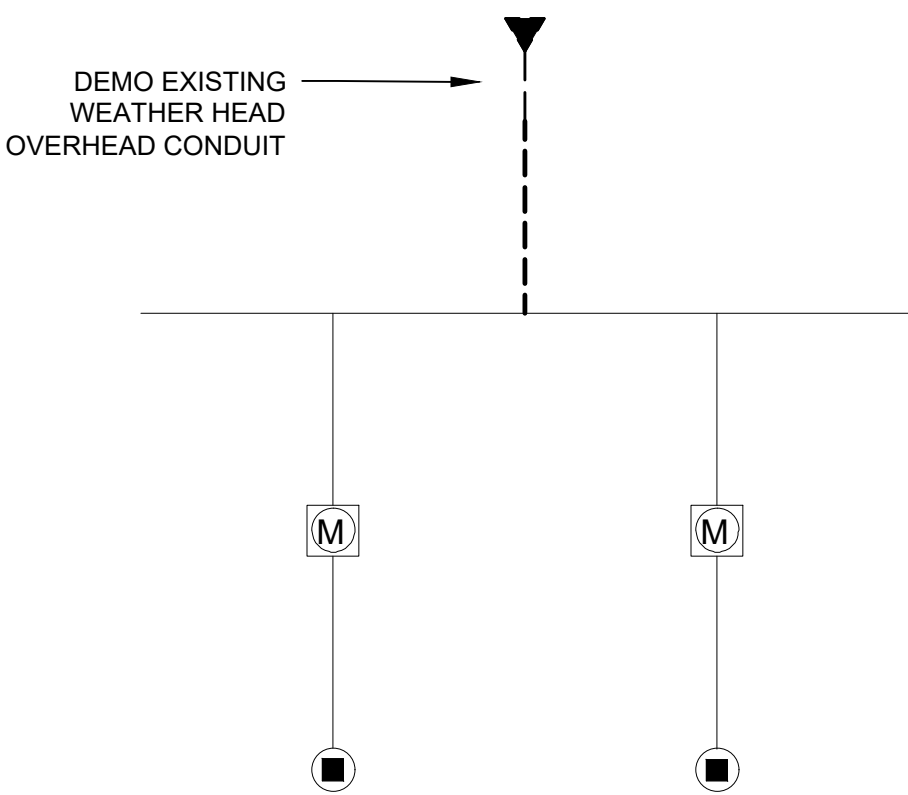


1331 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1331 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
3. WHERE ALTERATIONS TO THE BUILDING SURFACE ARE REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PATCH ALL EXISTING TO REMAIN WALLS, ROOFS, SURFACES, ETC. DISTURBED BY DEMOLITION TO ORIGINAL CONDITION.
4. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, TO INCLUDE ALL EXISTING CONDUITS, PIPING, DRAINAGE, SPRINKLER SYSTEMS, ETC. UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF IMMEDIATELY REPLACING AND/OR REPAIRING ANY DAMAGE CAUSE BY CONSTRUCTION ACTIVITIES.
5. HANDHOLES AND TRANSFORMERS SHOWN ON PLANS SHALL BE PROVIDED BY FPL.
6. ALL CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUTE AS TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-101



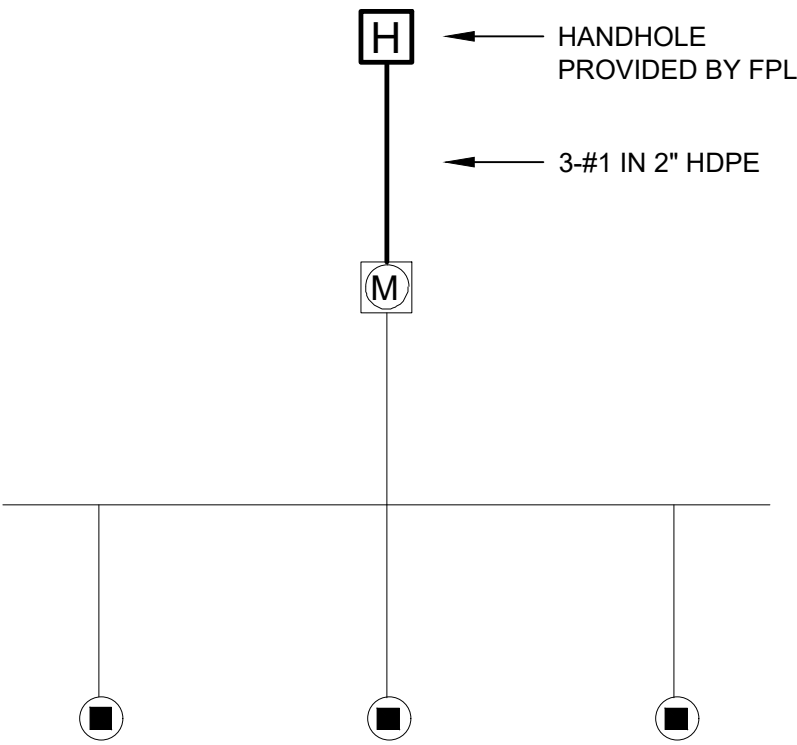
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1335 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

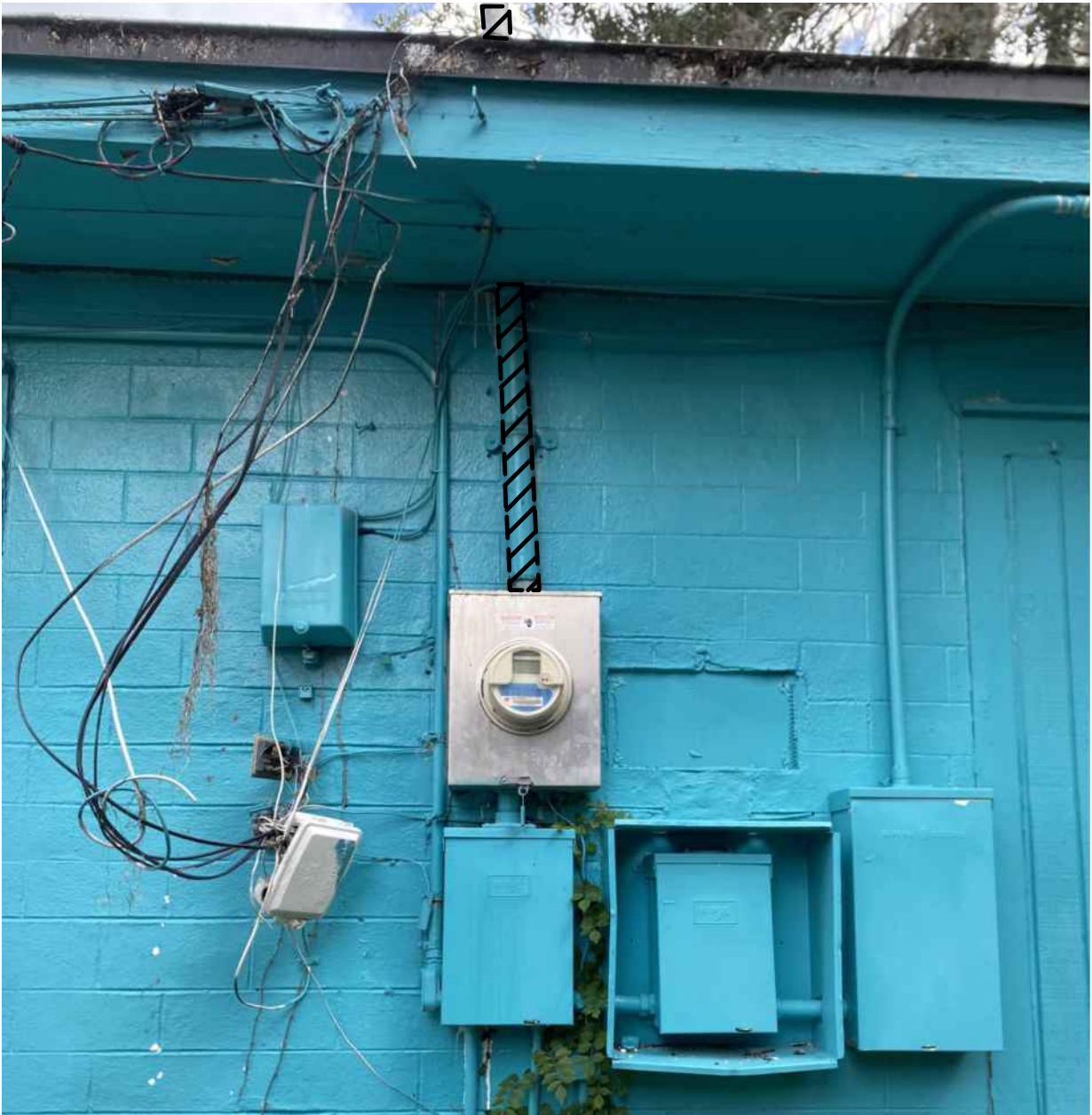
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4

1335 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



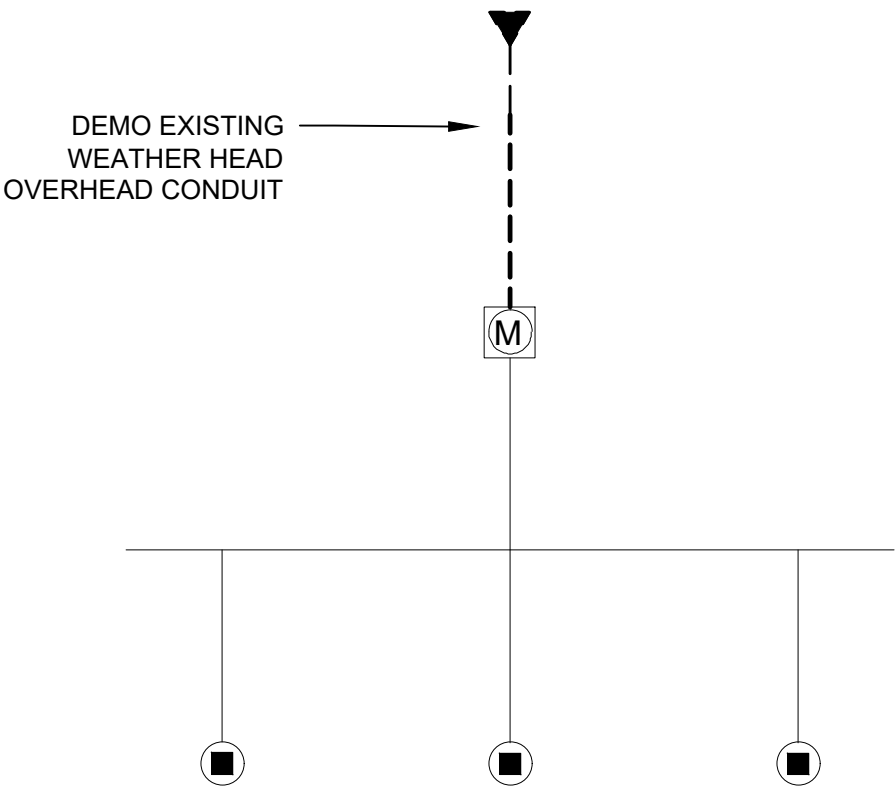
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1335 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1335 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

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6. ALL CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUTE AS TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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M&H NO.: 1000710-171304.05
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CHECKED BY: JRH
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

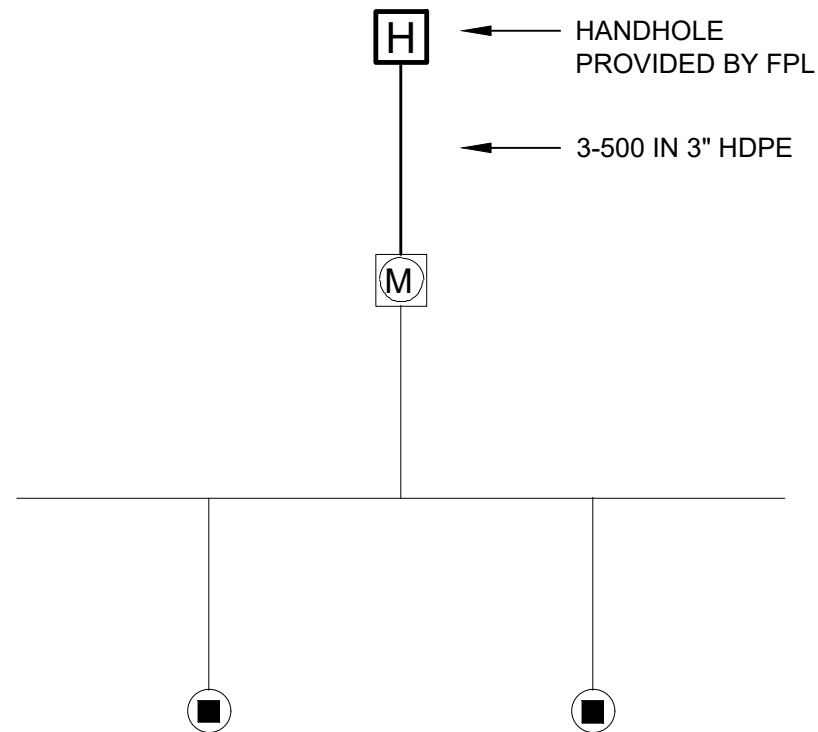
SHEET NO.

E-102



3 1341 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.

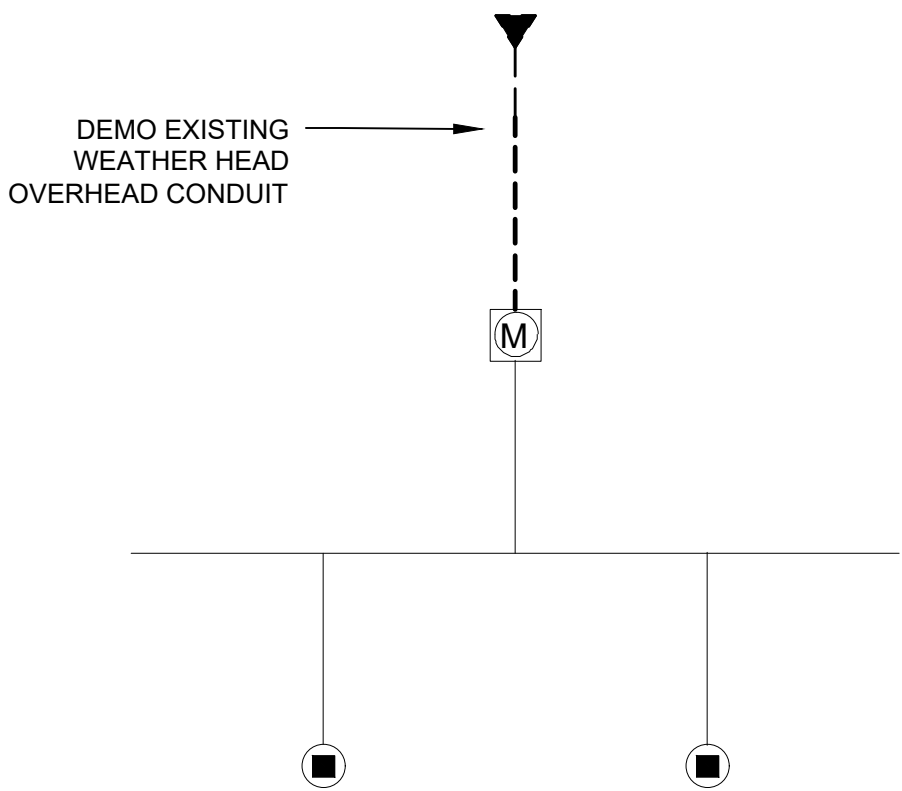


4 1341 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1341 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1341 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
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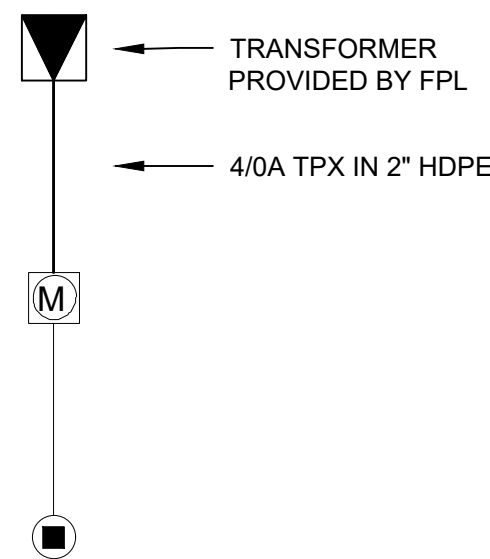
SHEET NO.

E-103



3 1349 RIDGEWOOD AVE
POWER PLAN - NEW WORK

- NTS
- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.

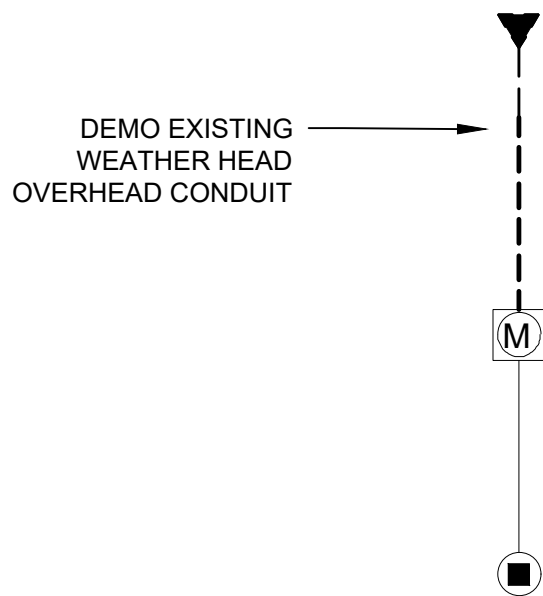


4 1349 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK



1 1349 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

- NTS
- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1349 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

- GENERAL NOTES:
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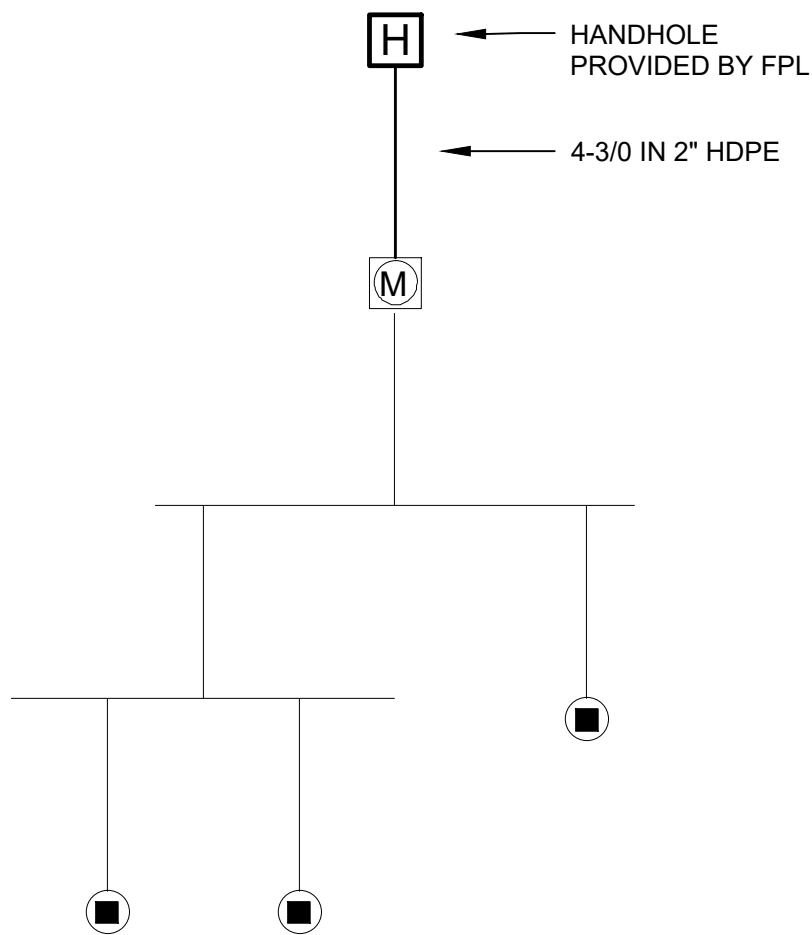
SHEET NO.

E-104



1369 RIDGEWOOD AVE
POWER PLAN - NEW WORK

- 3
- NTS
- NOTES:
- PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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1369 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

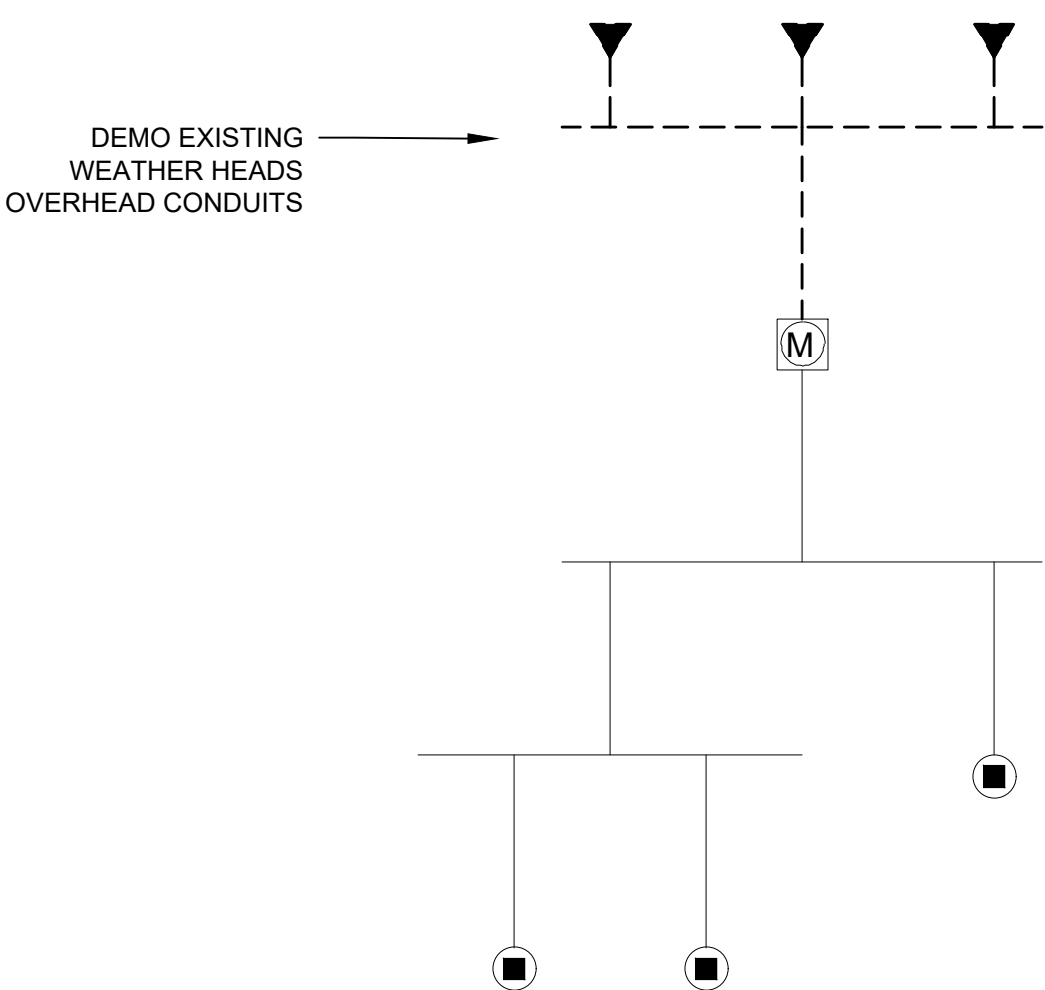
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NTS



1369 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

- 1
- NTS
- NOTES:
- DEMO EXISTING WEATHER HEADS AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1369 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

NTS

GENERAL NOTES:

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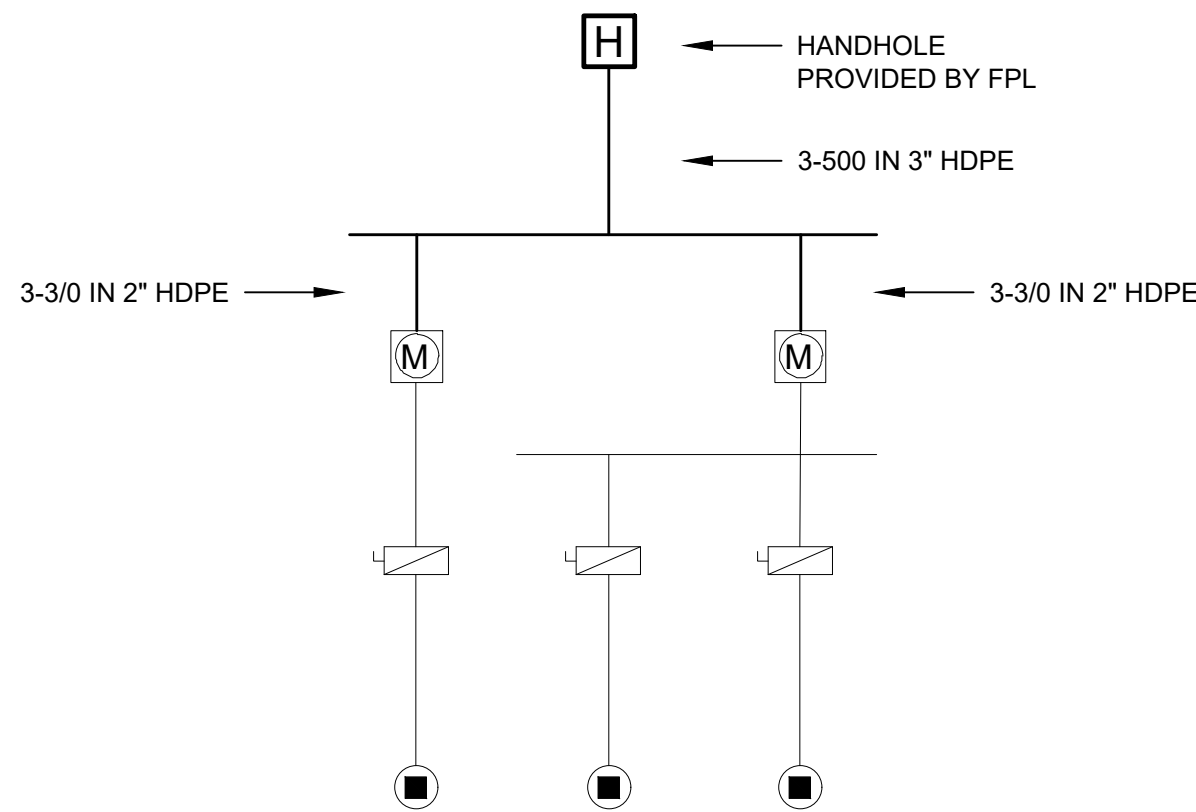
SHEET NO.

E-105



3 1415 RIDGEWOOD AVE
POWER PLAN - NEW WORK

- NTS
- NOTES:
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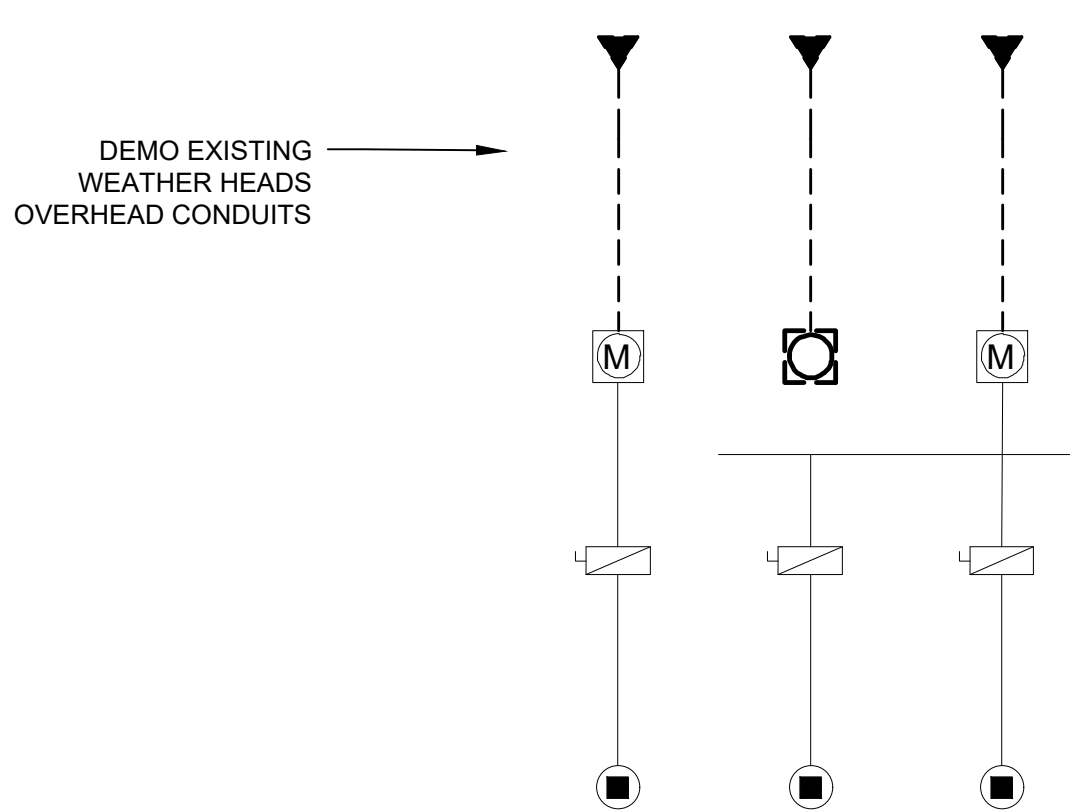
4 1415 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



1 1415 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

- NTS
- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1415 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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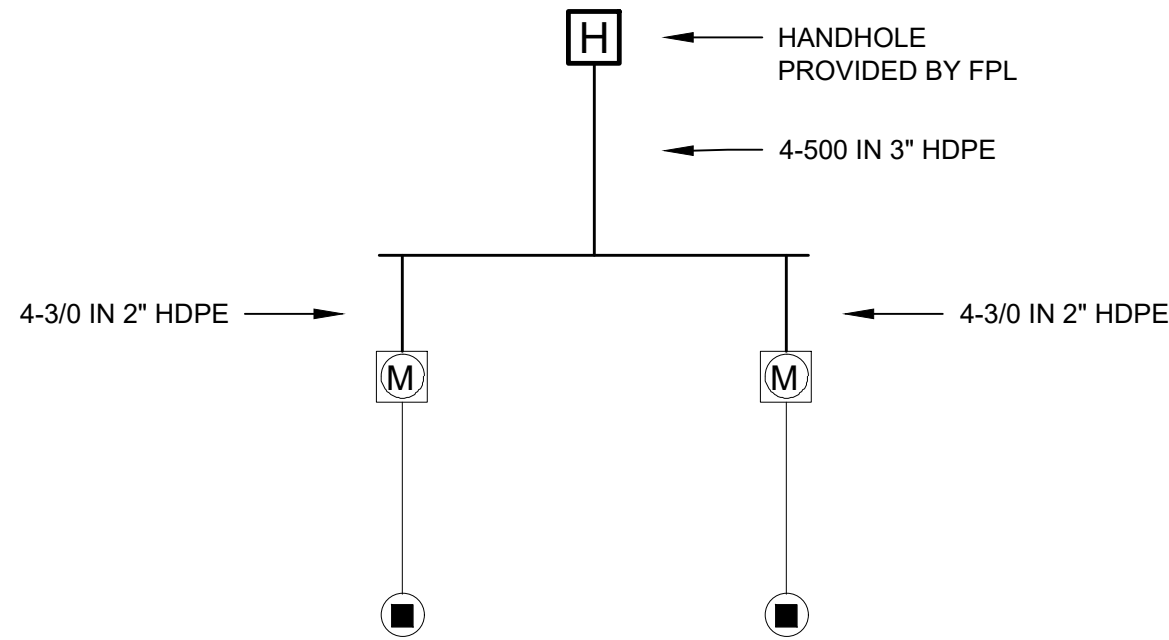
SHEET NO.

E-106



3 1515 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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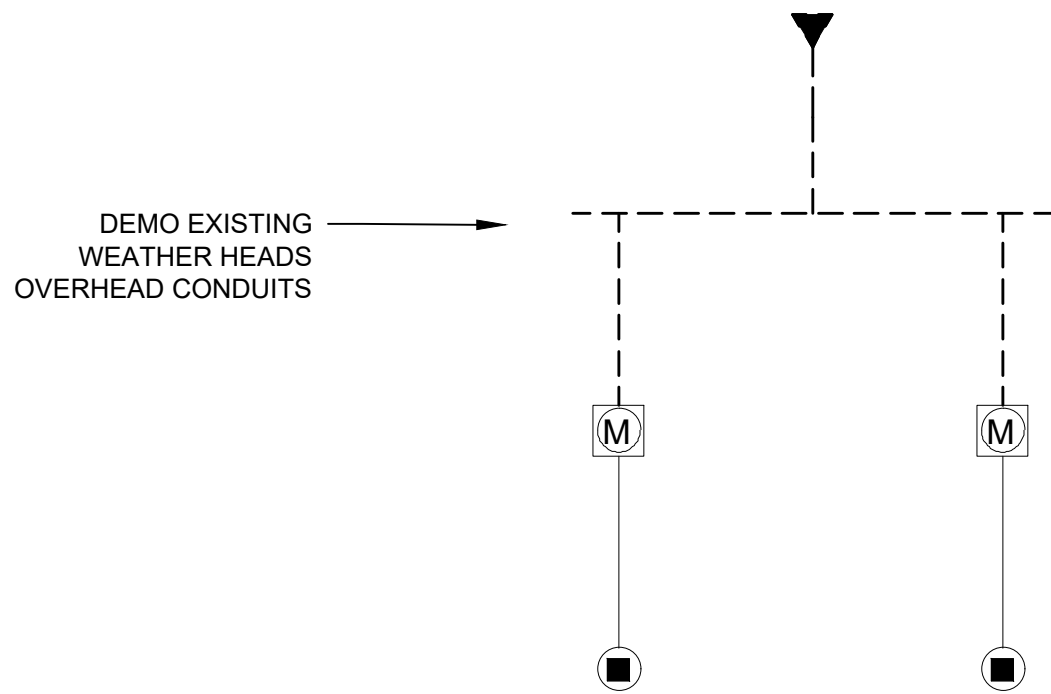


4 1515 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1515 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1515 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

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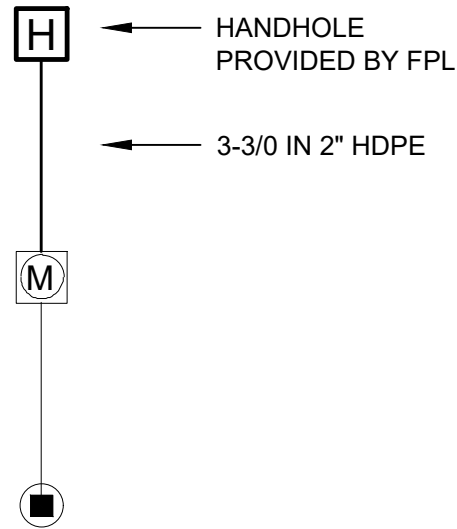
SHEET NO.

E-107



3 1533 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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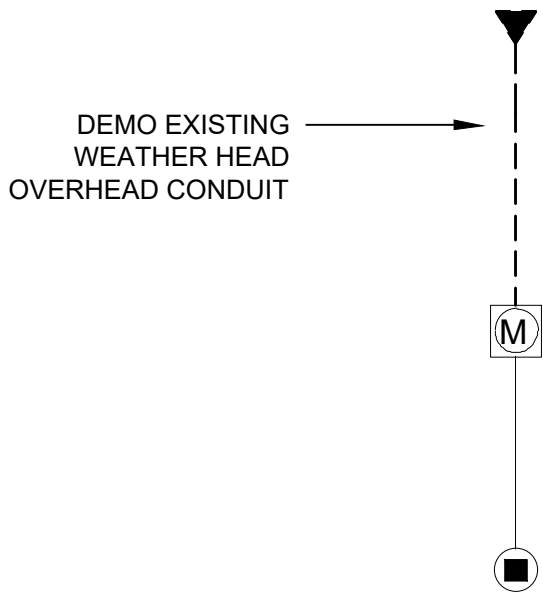


4 1533 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1533 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1533 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

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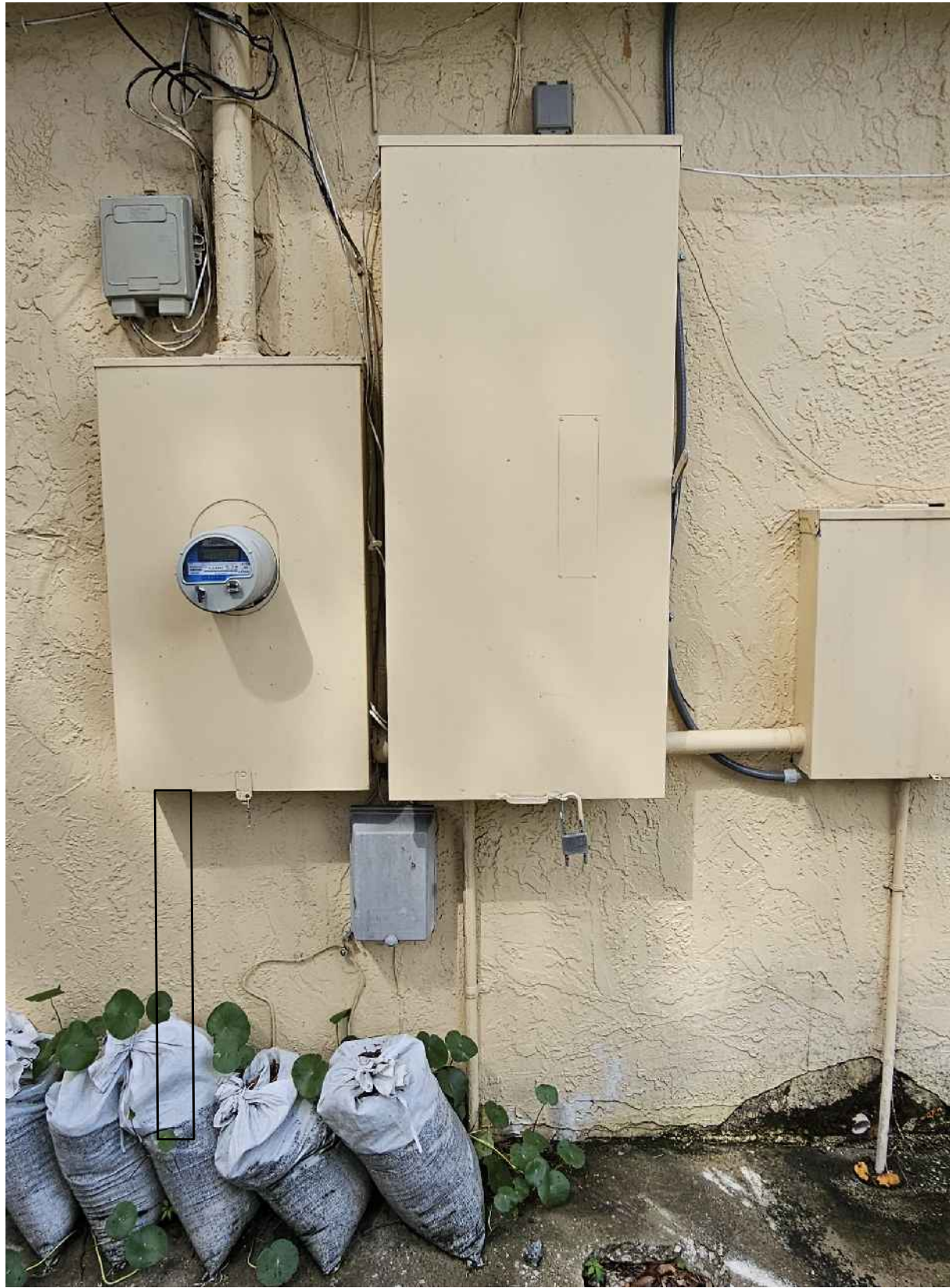
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POWER PLANS AND
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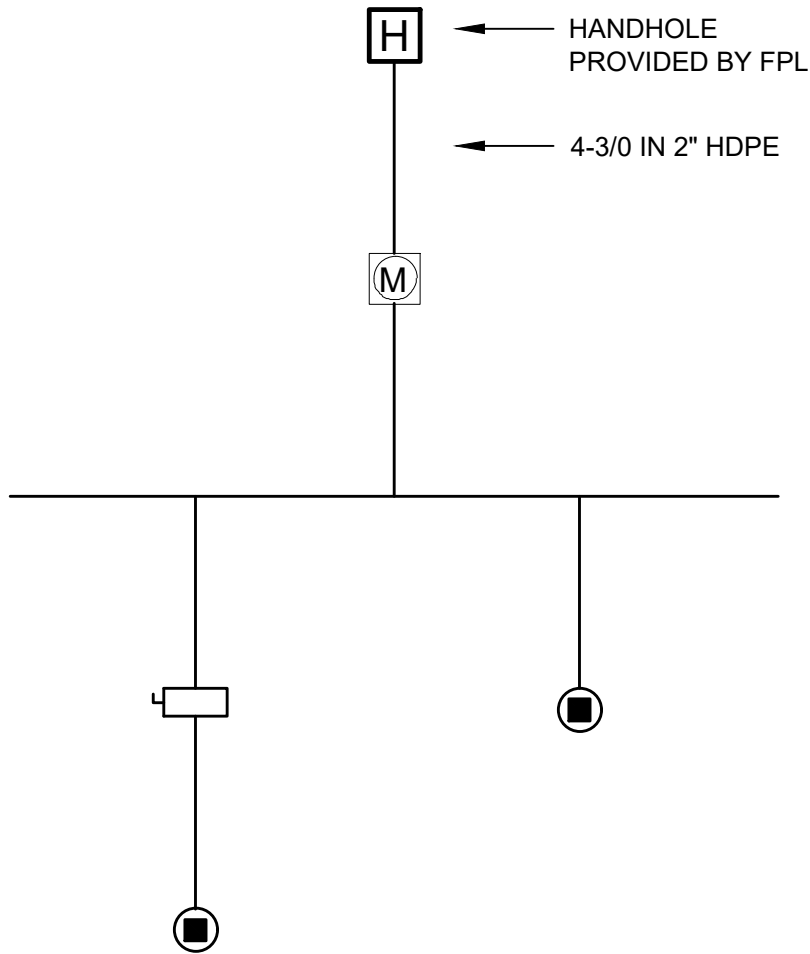
E-108



3 1543 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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4 1543 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

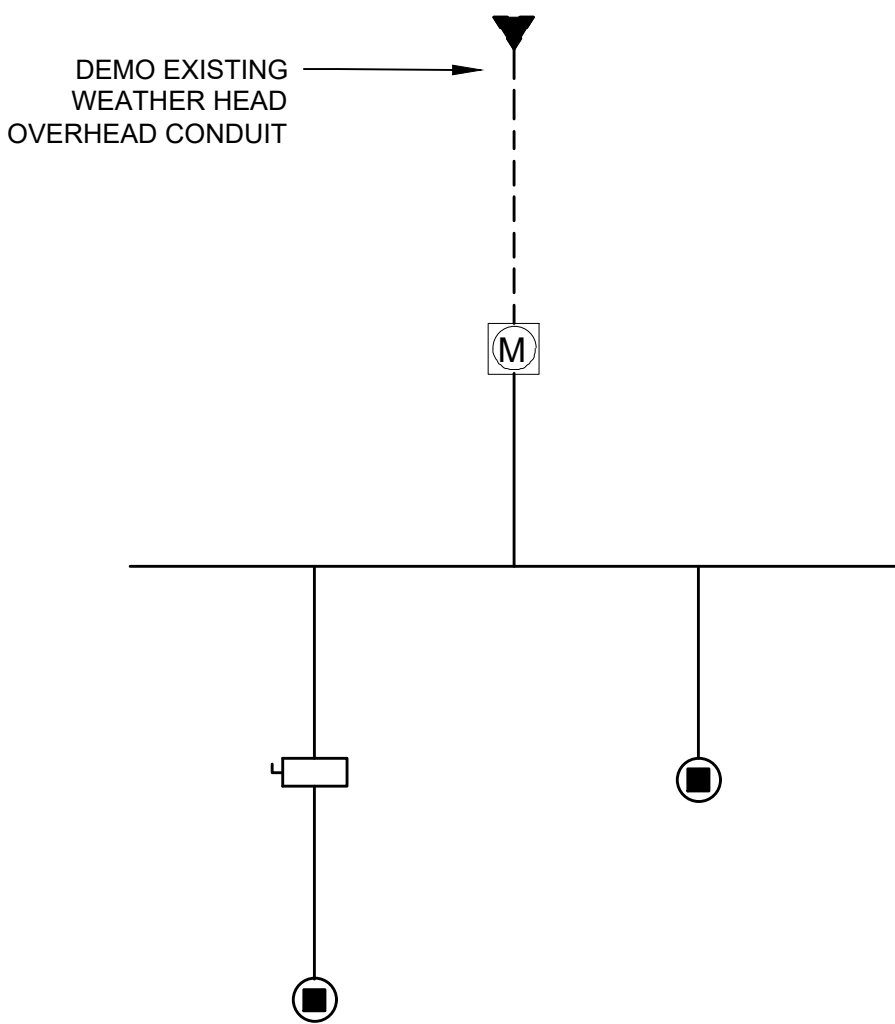
NTS



1 1543 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1543 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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E-109

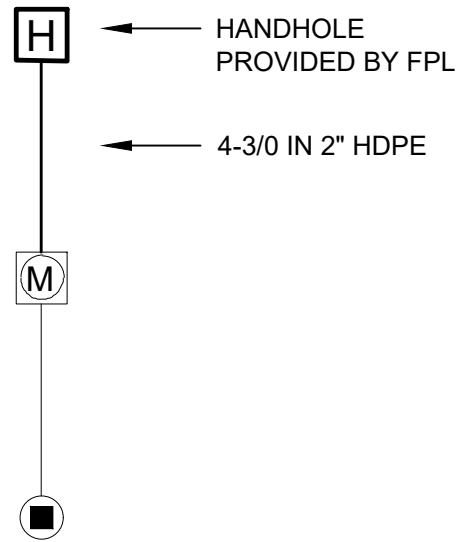


3 1400 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

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RISER DIAGRAM - NEW WORK

NTS

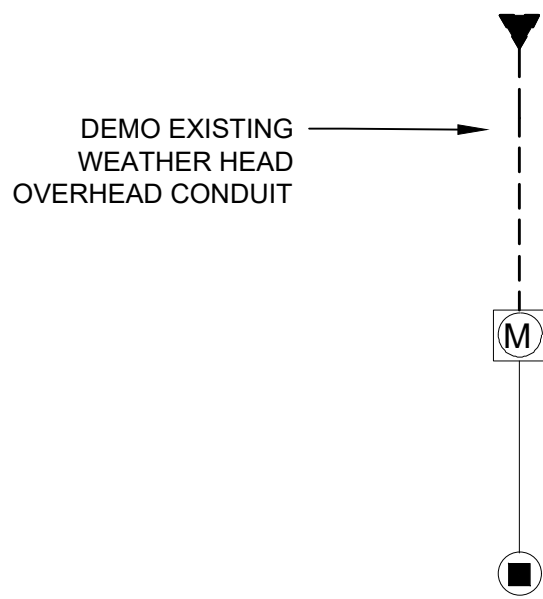


1 1400 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1400 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-200

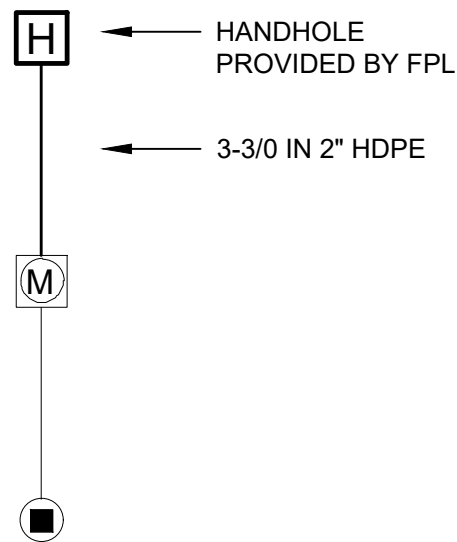


3

1410 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
- PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 - RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4

1410 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

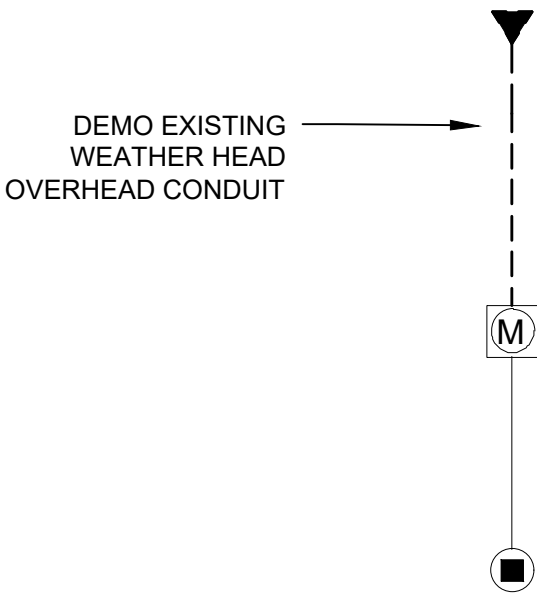


1

1410 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
- DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1410 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

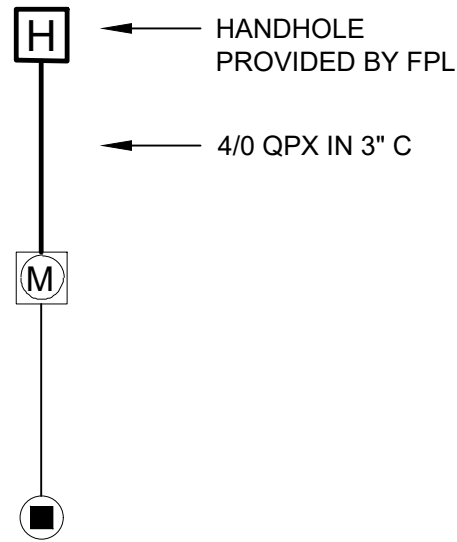
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E-201

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3
NTS

315 EL PINO DR
POWER PLAN - NEW WORK

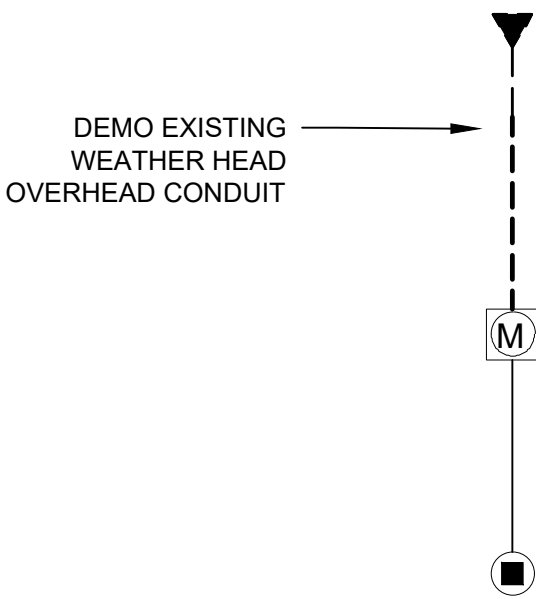


4
NTS

315 EL PINO DR
RISER DIAGRAM - NEW WORK

1
NTS

315 EL PINO DR
POWER PLAN - DEMOLITION



2
NTS

315 EL PINO DRIVE
RISER DIAGRAM - DEMOLITION

GENERAL NOTES:

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SHEET CONTENTS
POWER PLANS AND
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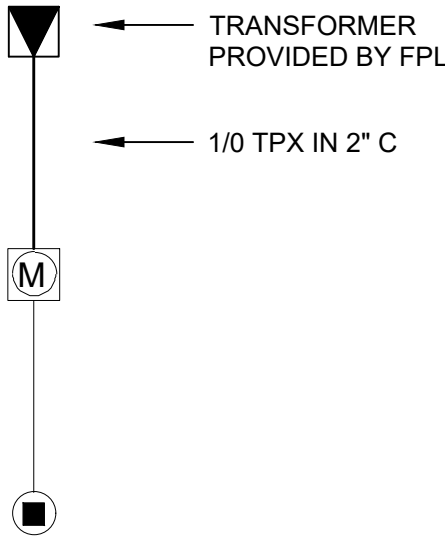
E-202



1422 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
- PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 - RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1422 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

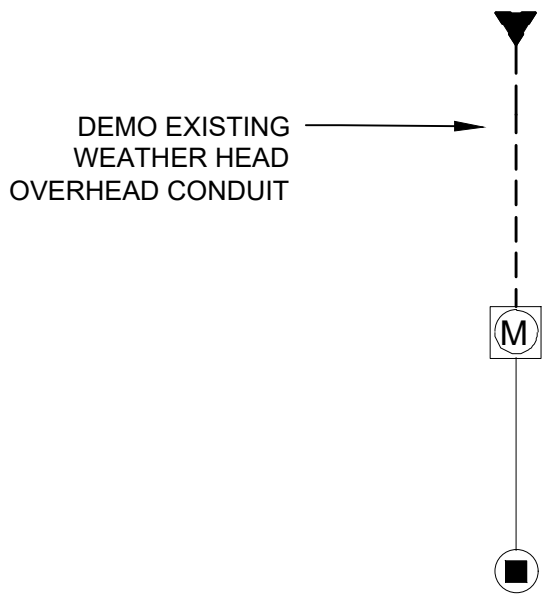
NTS



1422 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
- DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1422 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-203

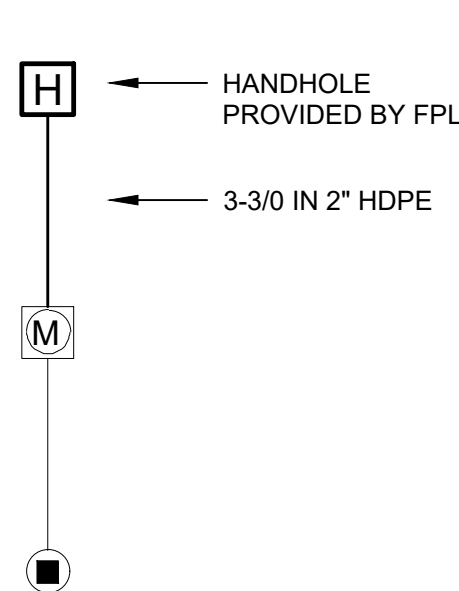


1424 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

- PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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1424 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

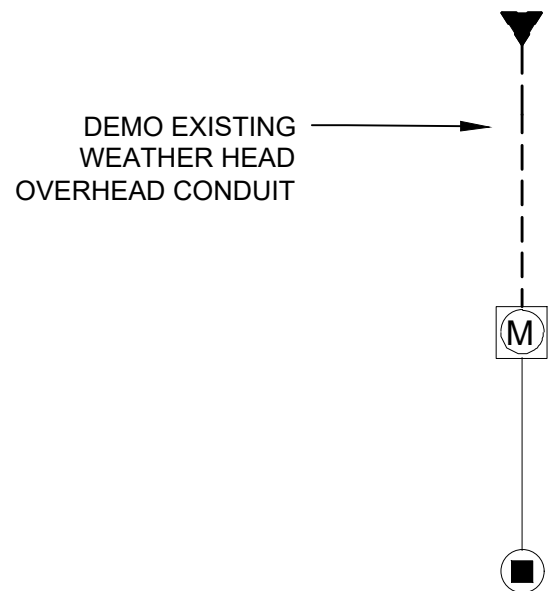


1424 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

- DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1424 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-204

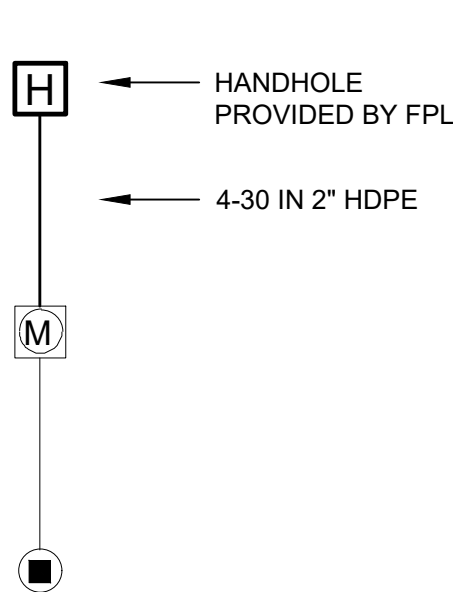


3

1500 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
- PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 - RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4

1500 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

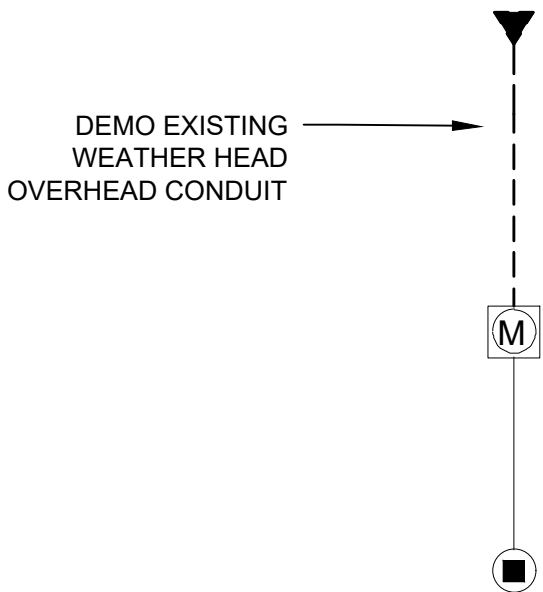


1

1500 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
- DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1500 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

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PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

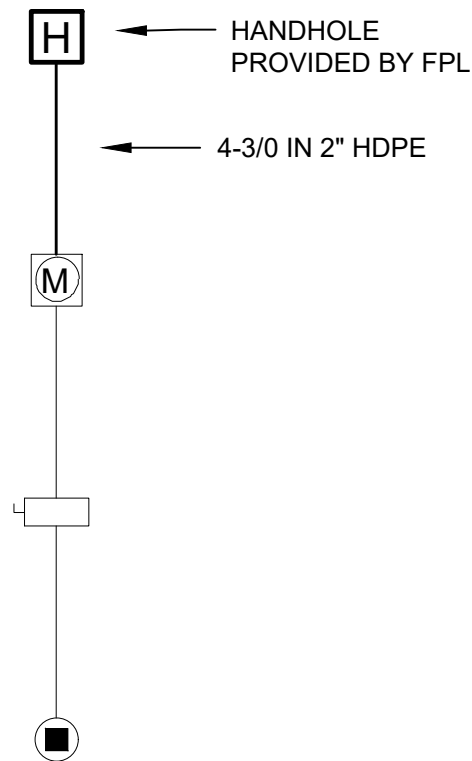
E-205



1518 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
1. SWAP POSITION OF METER AND DISCONNECT SWITCH. RECONNECT METER AND DISCONNECT TO MAINTAIN CONNECTION.
 2. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 3. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1518 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

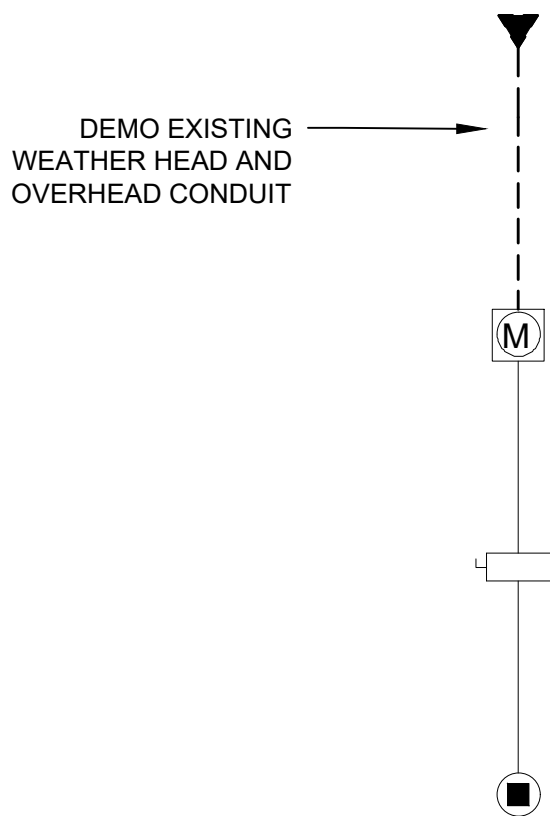
NTS



1518 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1518 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
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SHEET NO.

E-206

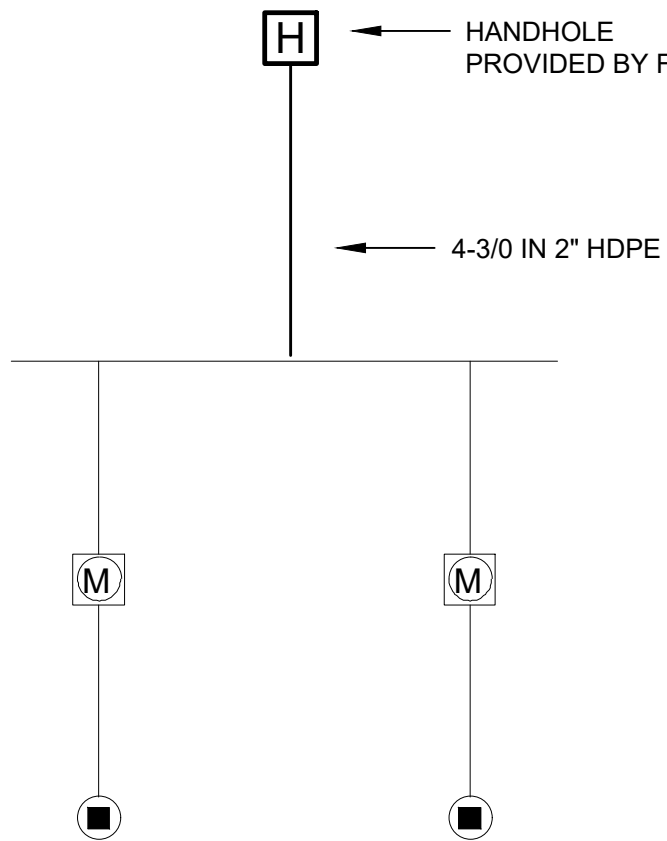
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1630 RIDGEWOOD AVE
POWER PLAN - NEW WORK

3

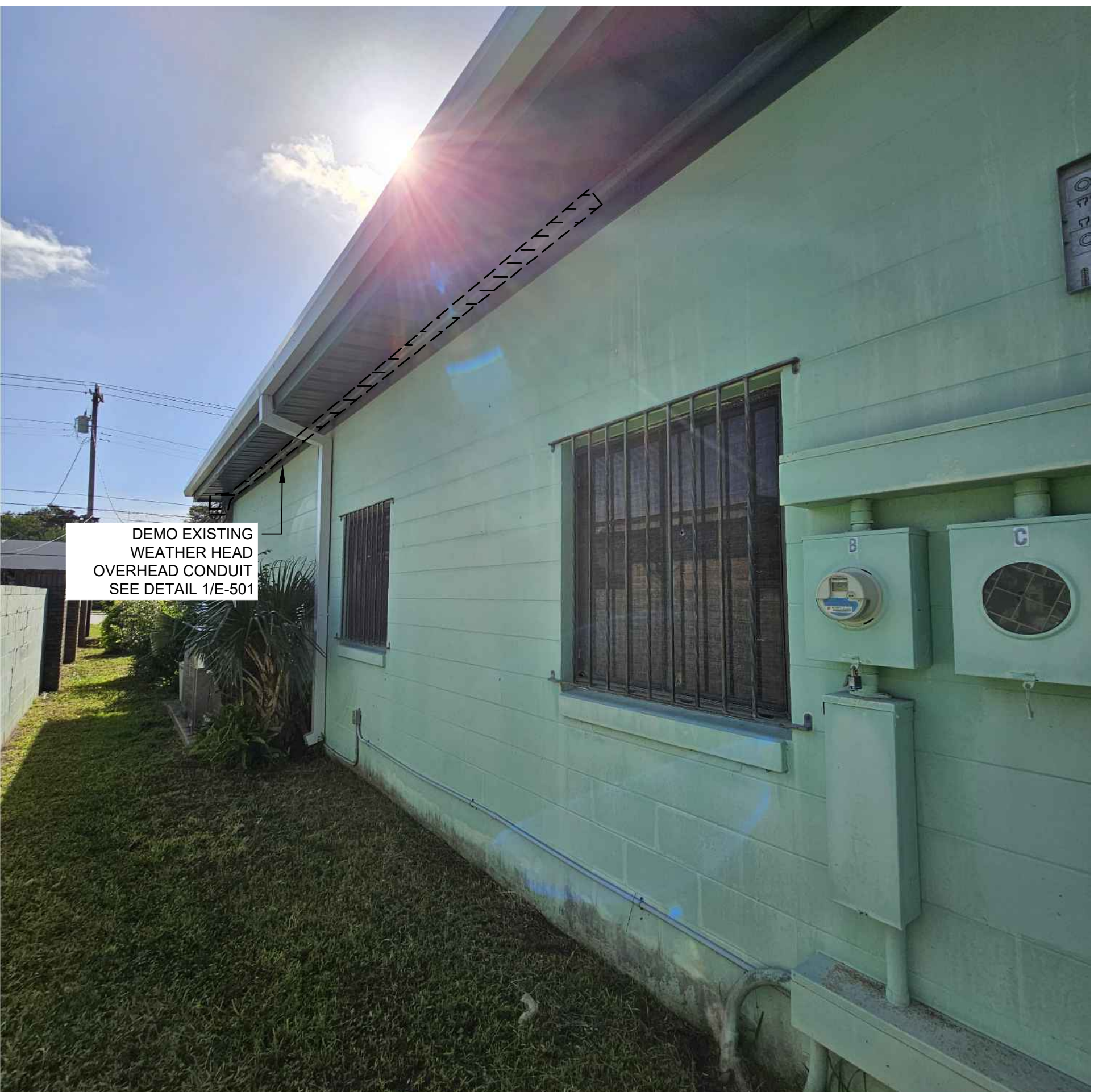
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1630 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

4

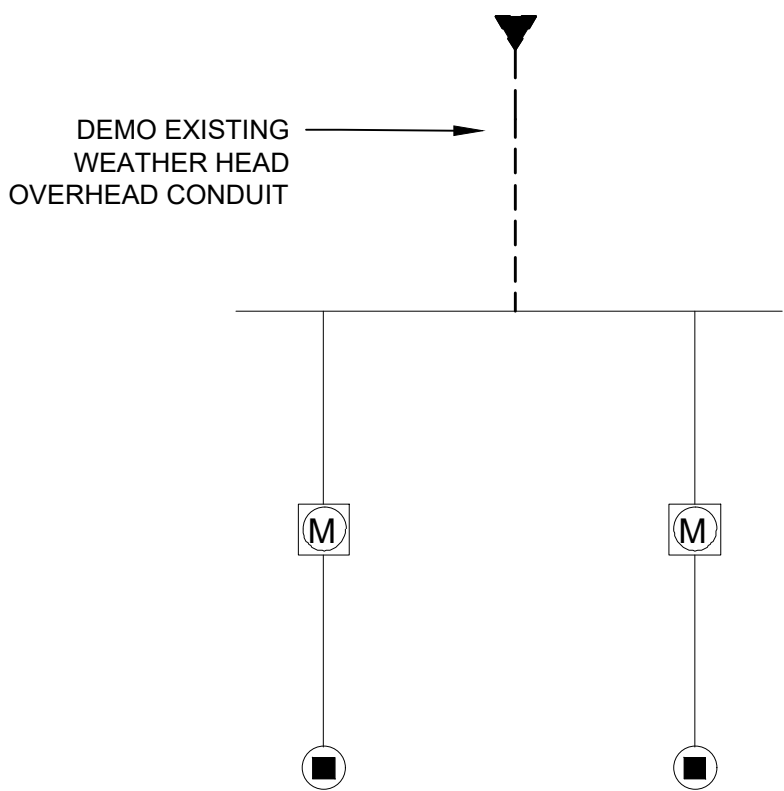
NTS



1630 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1

- NTS
- NOTES:
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1630 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-208

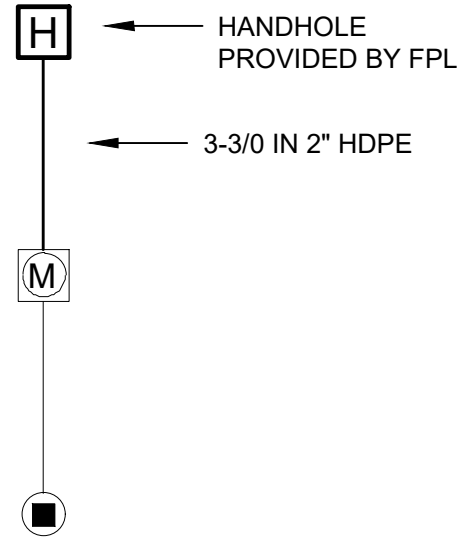


3

1664 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
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4

1664 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

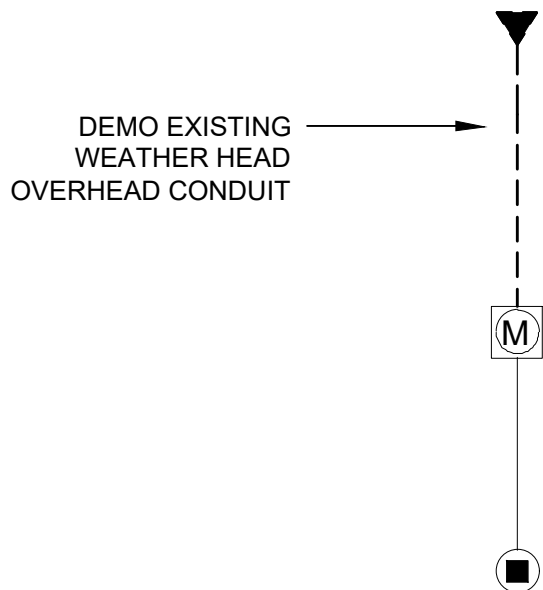


1

1664 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1664 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
3. WHERE ALTERATIONS TO THE BUILDING SURFACE ARE REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PATCH ALL EXISTING TO REMAIN WALLS, ROOFS, SURFACES, ETC. DISTURBED BY DEMOLITION TO ORIGINAL CONDITION.
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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-209

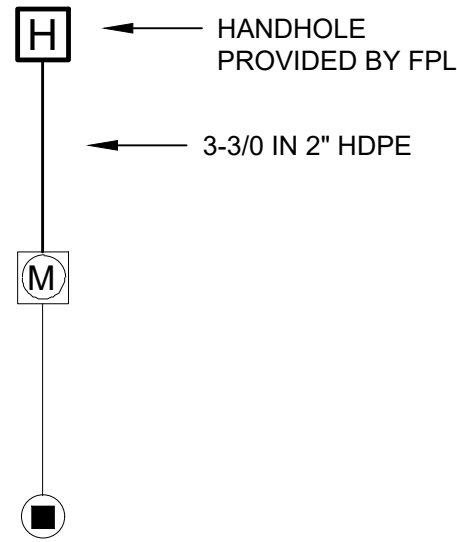


3

1660 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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3

1660 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

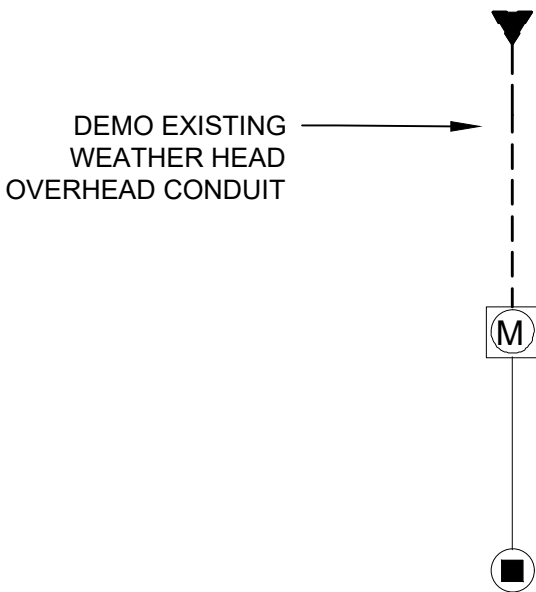


1

1660 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1

1660 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

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US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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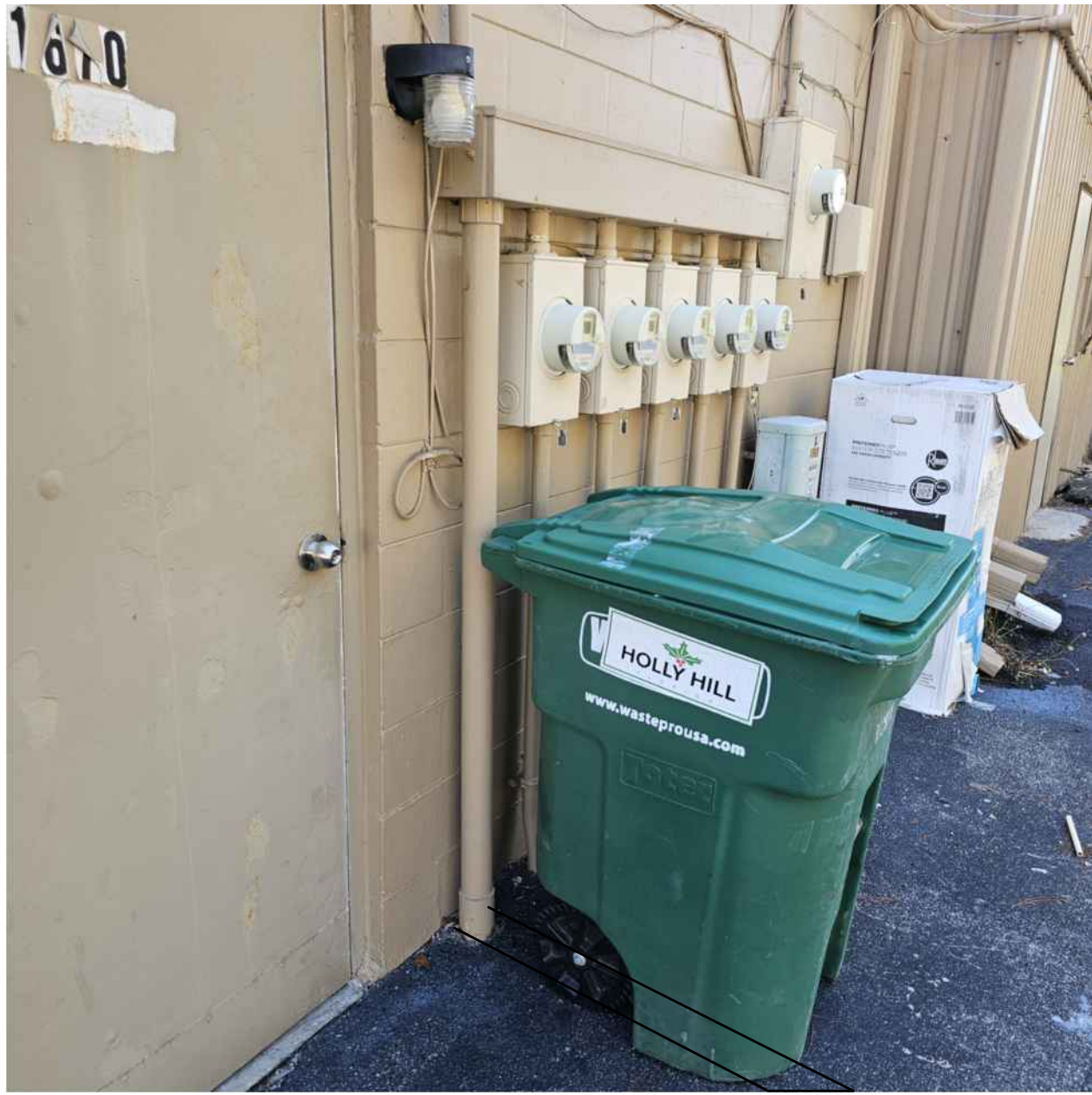
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-210



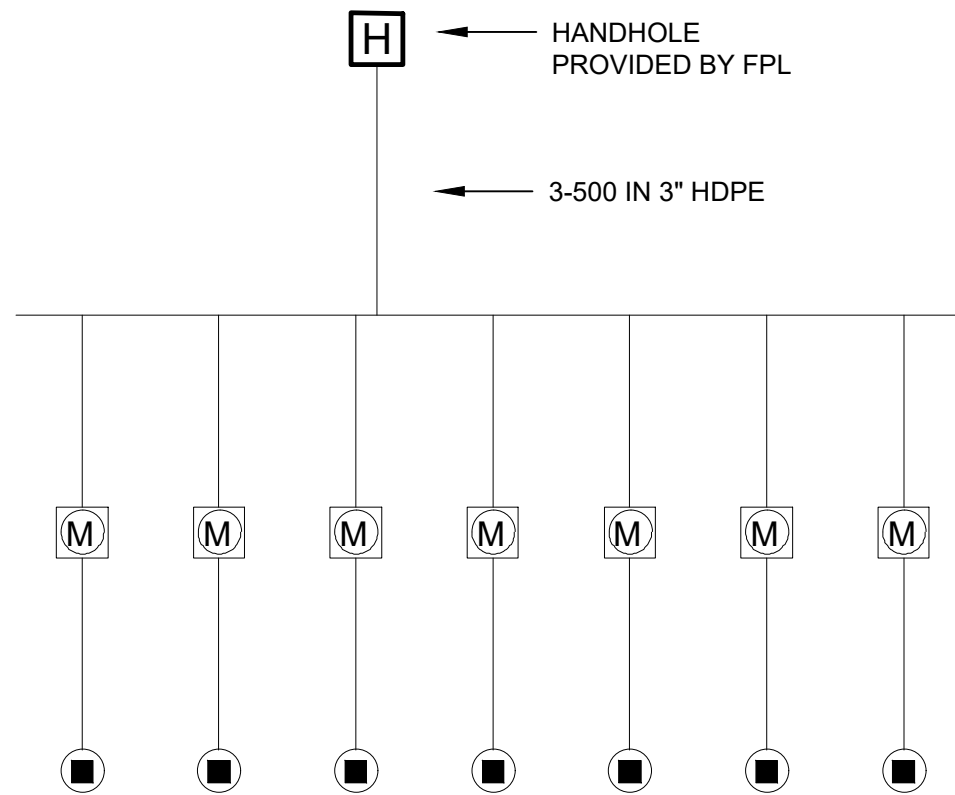
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1670 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

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4

1670 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

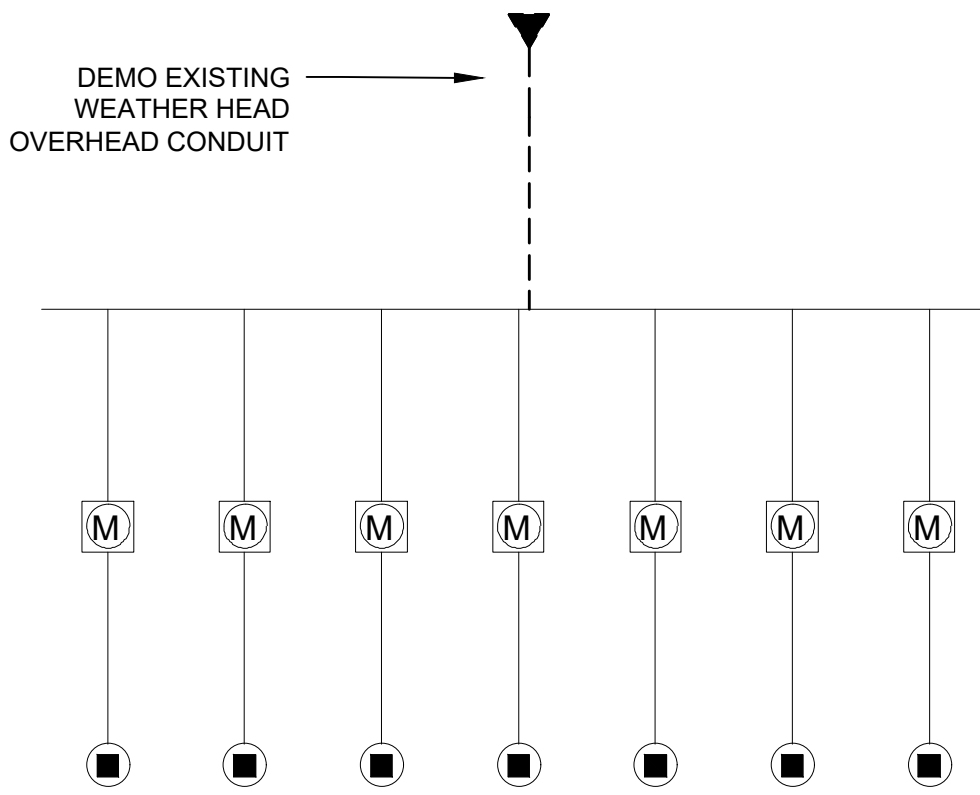


1

1670 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1331 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS

POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-211

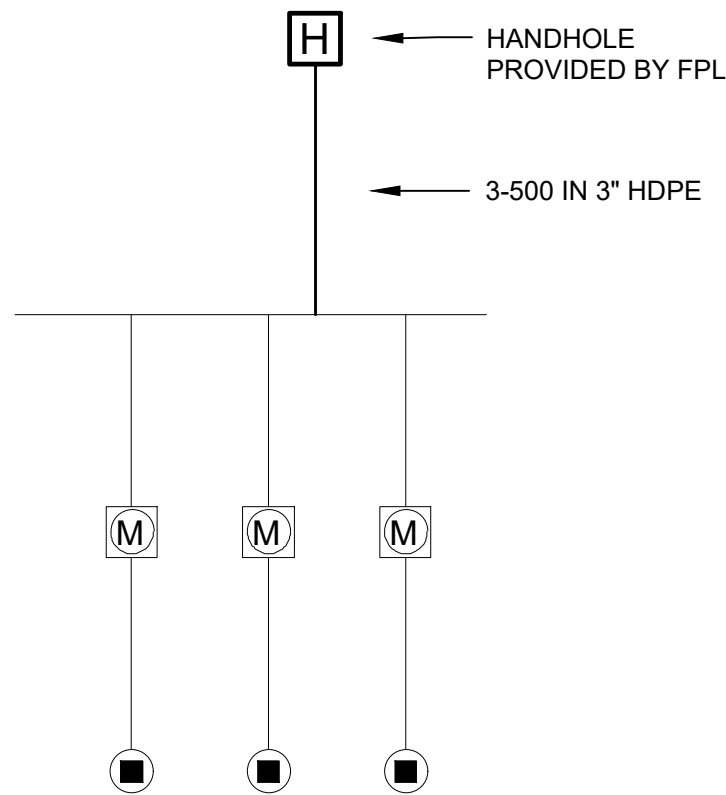


3

1674 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
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4

1674 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

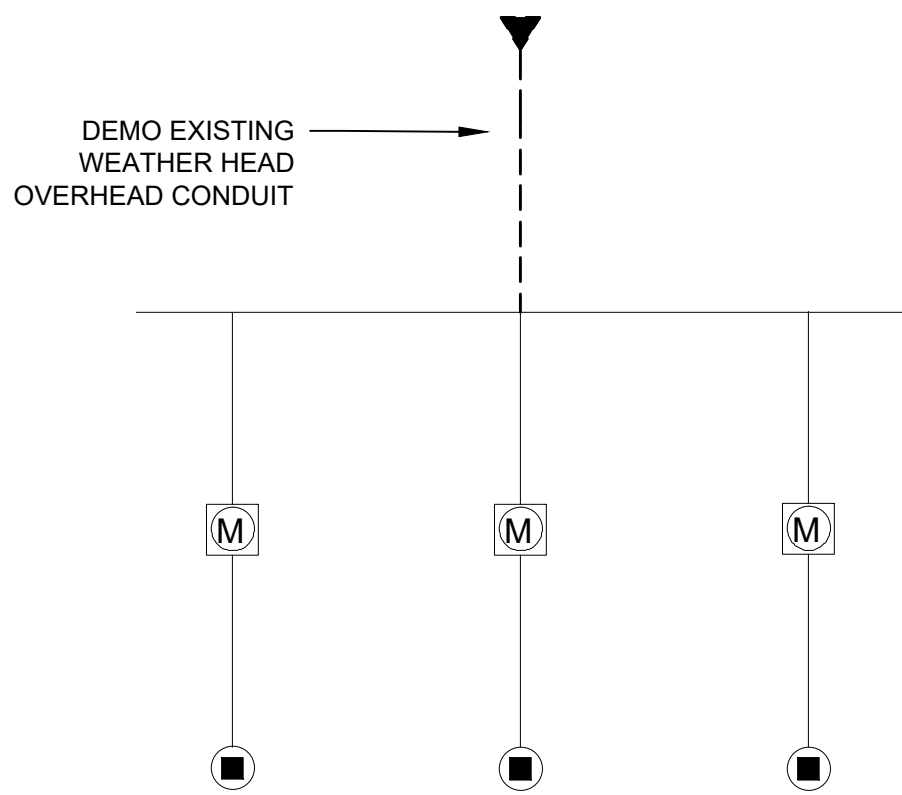


1

1674 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1335 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
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E-212

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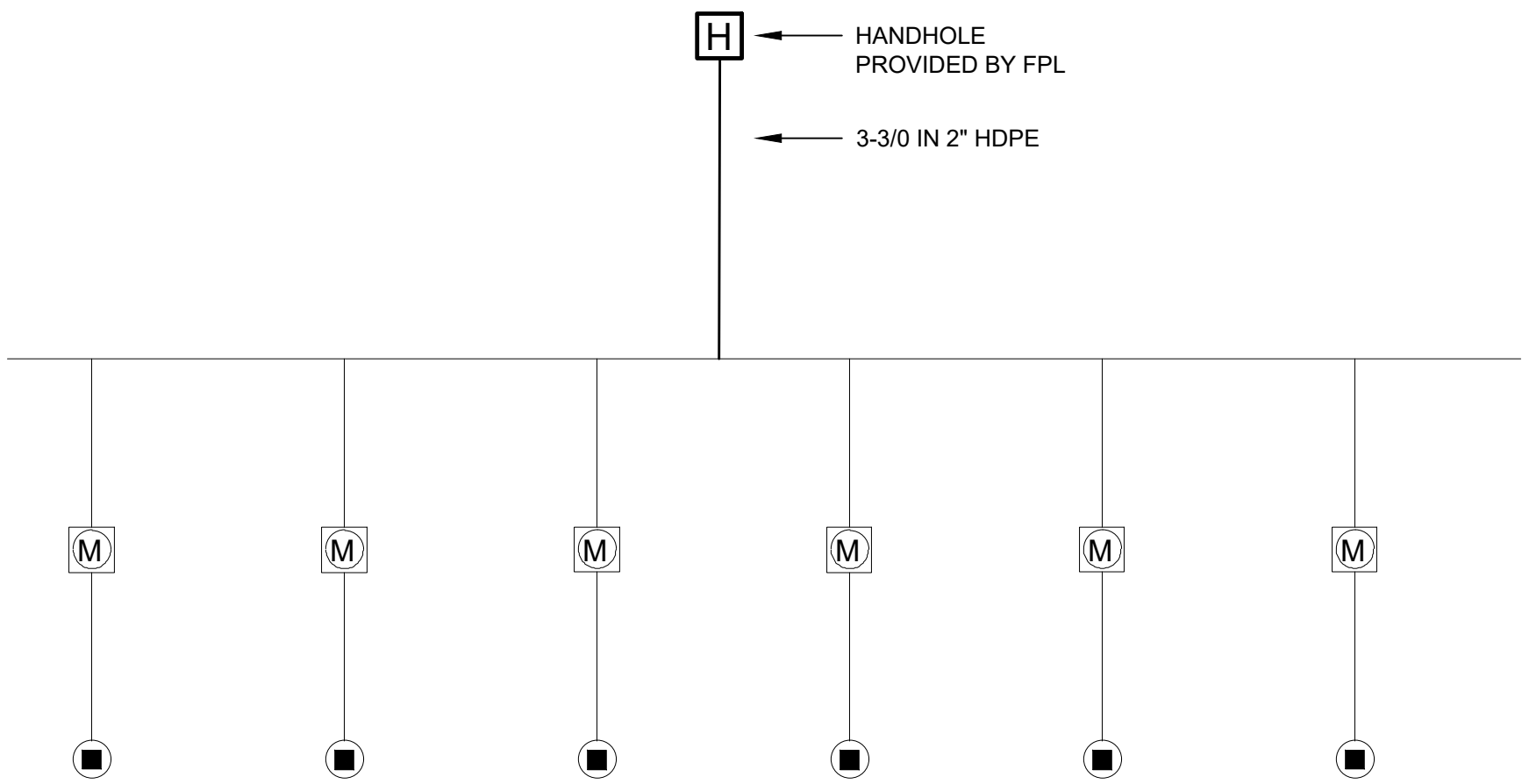


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1678 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

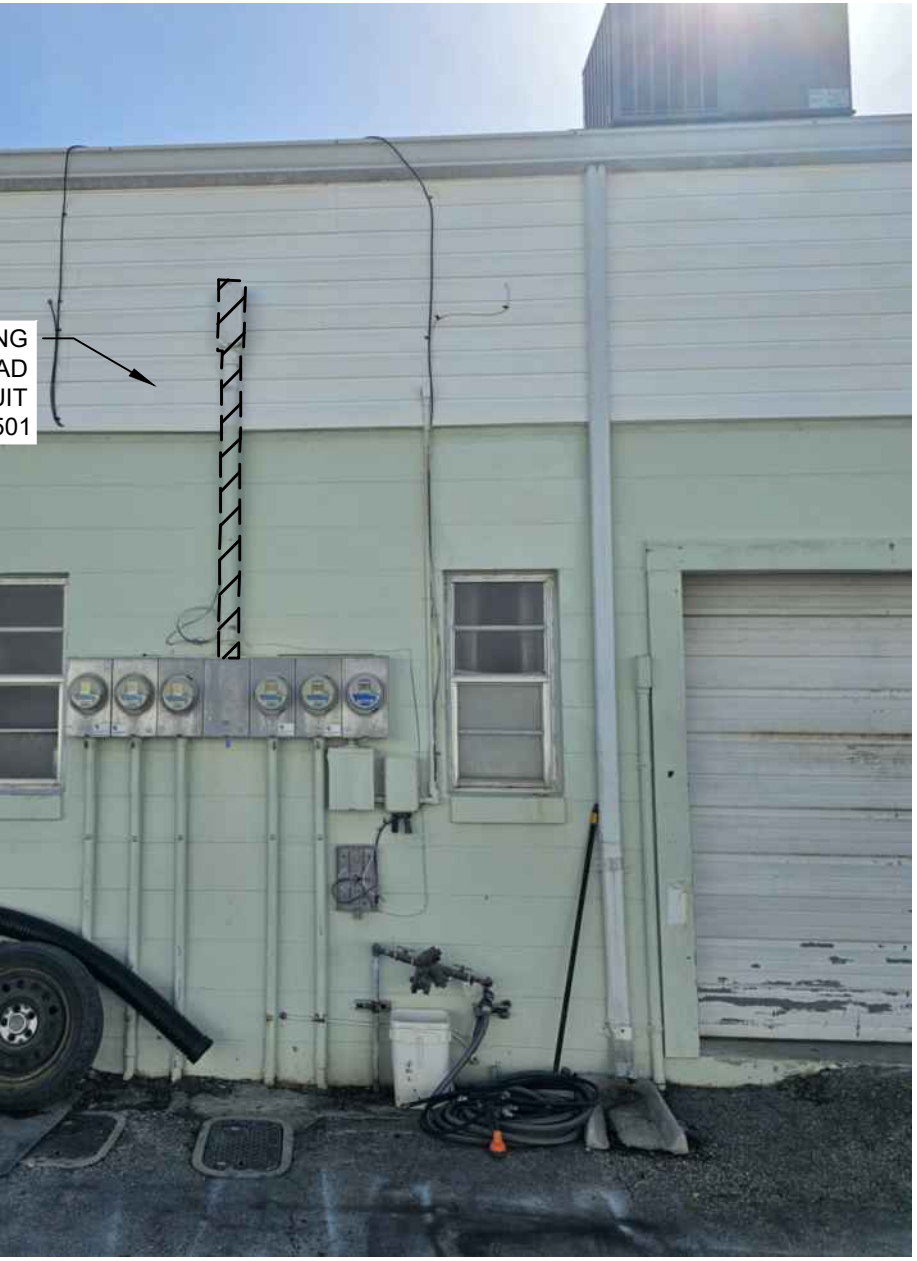
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4

1678 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

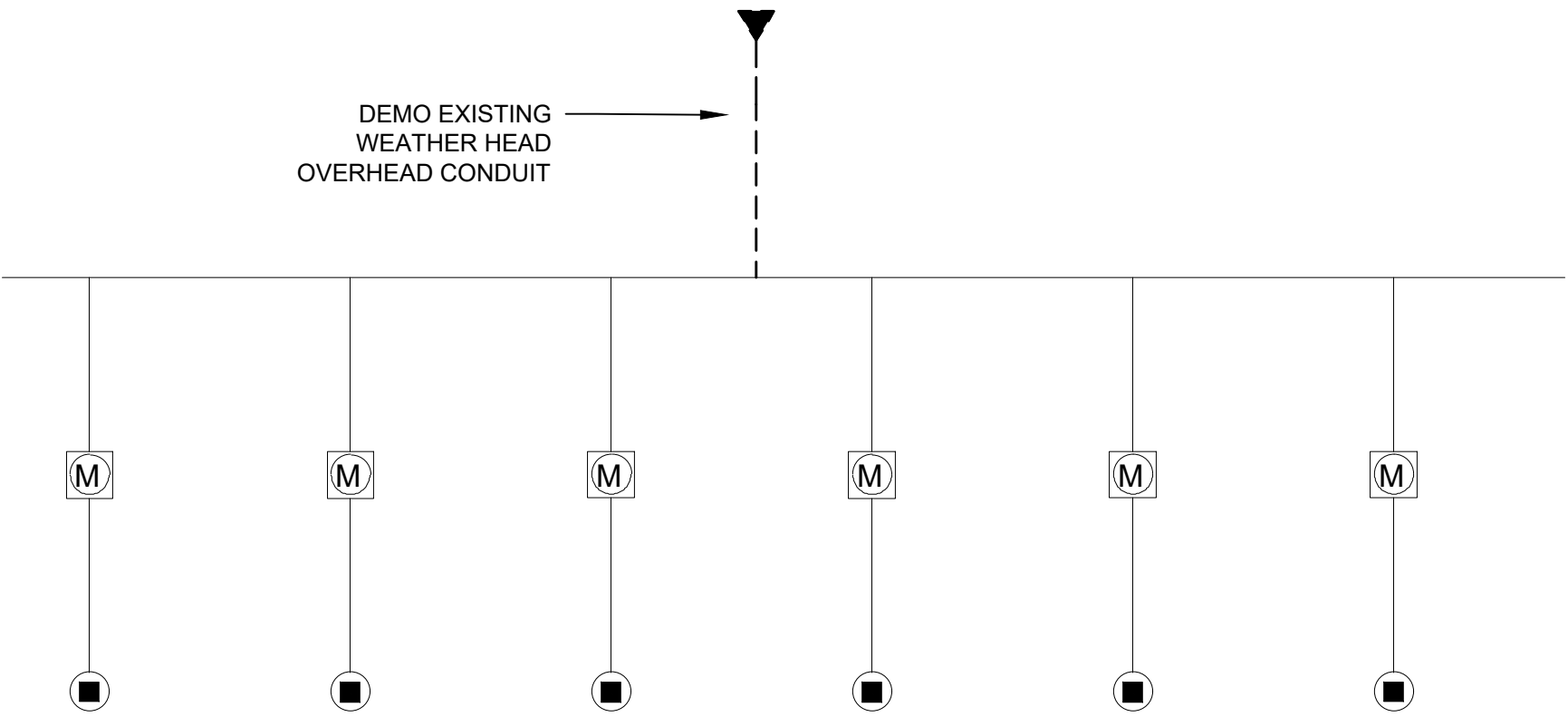


1

1678 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1678 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-213



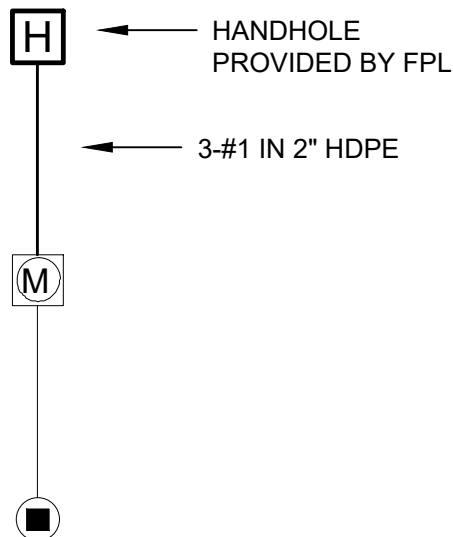
1680 RIDGEWOOD AVE
POWER PLAN - NEW WORK

3

NTS

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1680 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

4

NTS



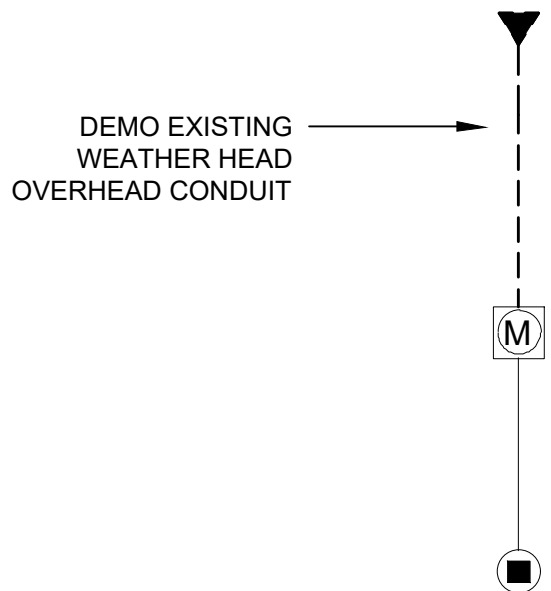
1680 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1

NTS

NOTES:

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1680 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-214



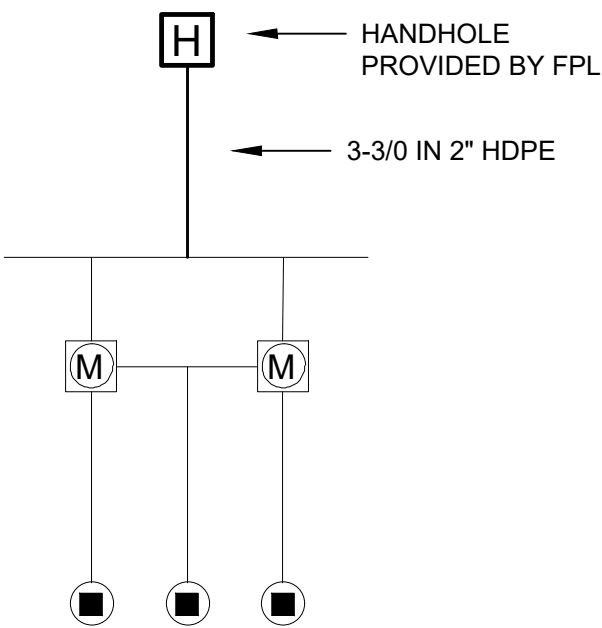
1684 RIDGEWOOD AVE
POWER PLAN - NEW WORK

3

NTS

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1684 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

4

NTS



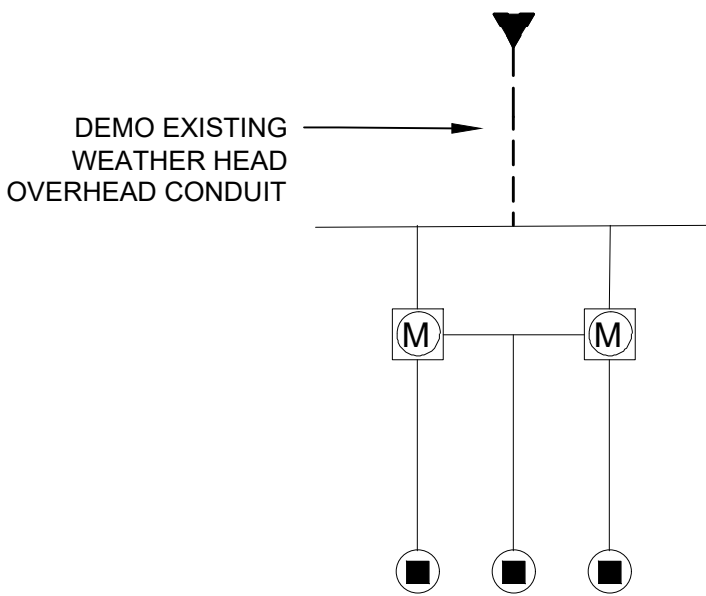
1684 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1

NTS

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1684 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

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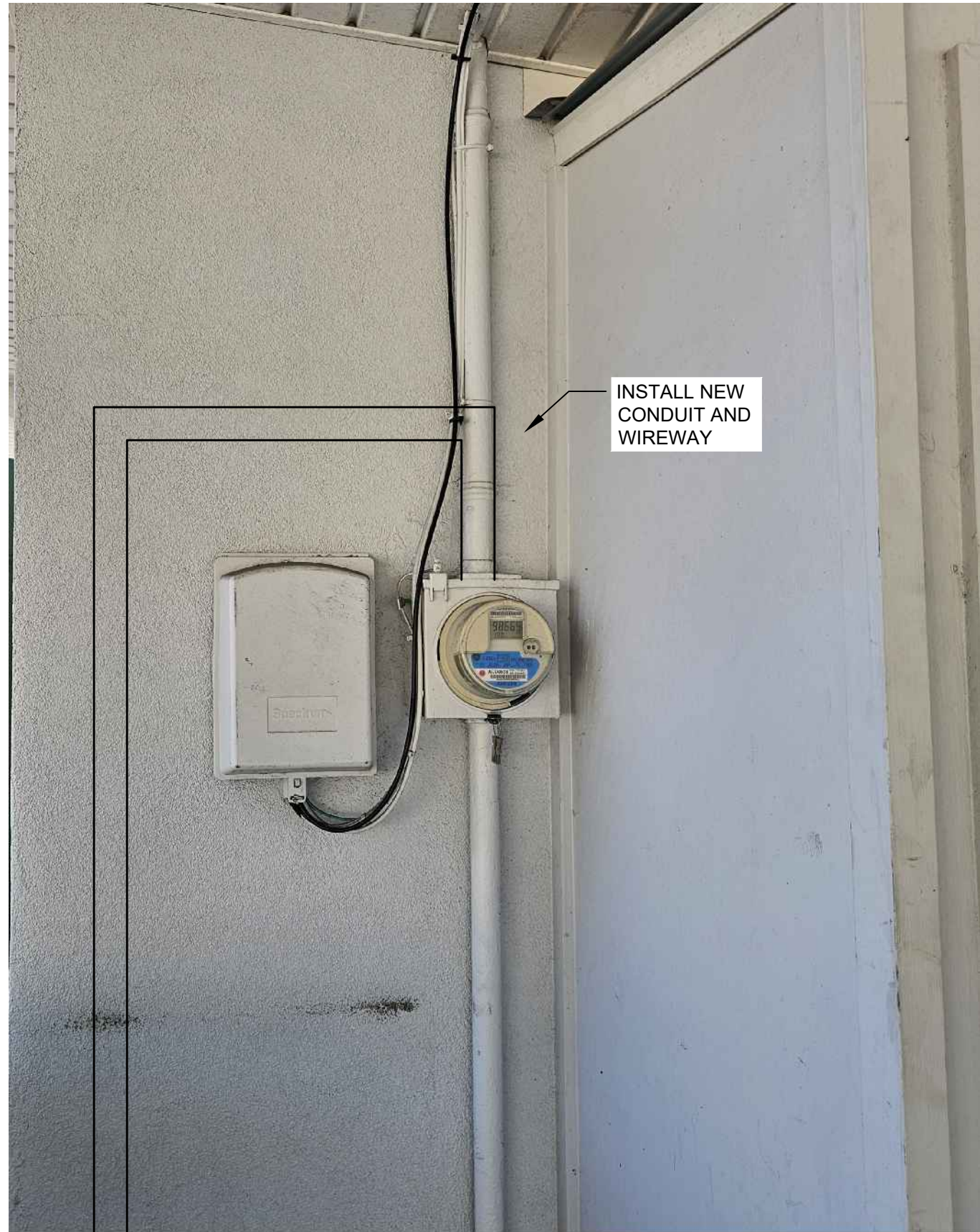
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

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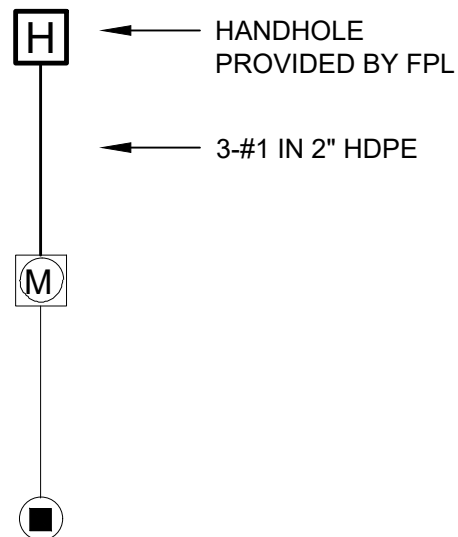


3 1688 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

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4 1680 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

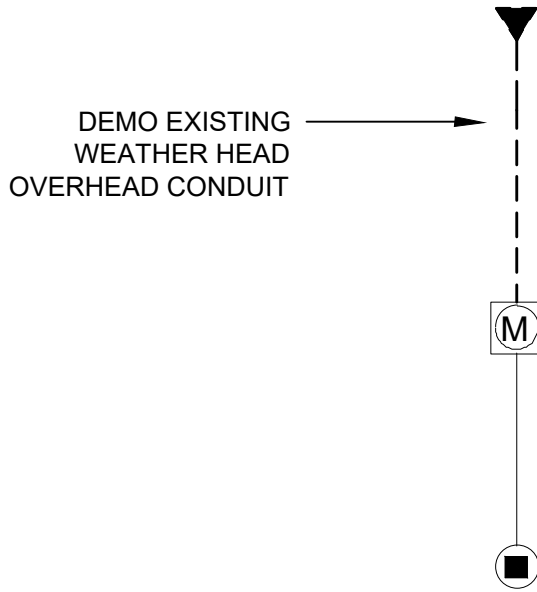


1 1688 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

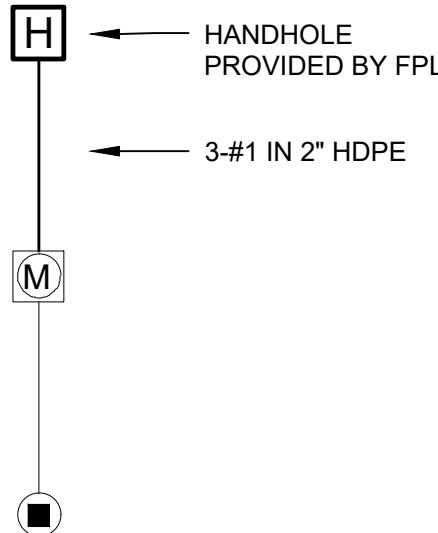
SHEET NO.

E-216



3 1688 RIDGEWOOD AVE
POWER PLAN - NEW WORK

- NTS
- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



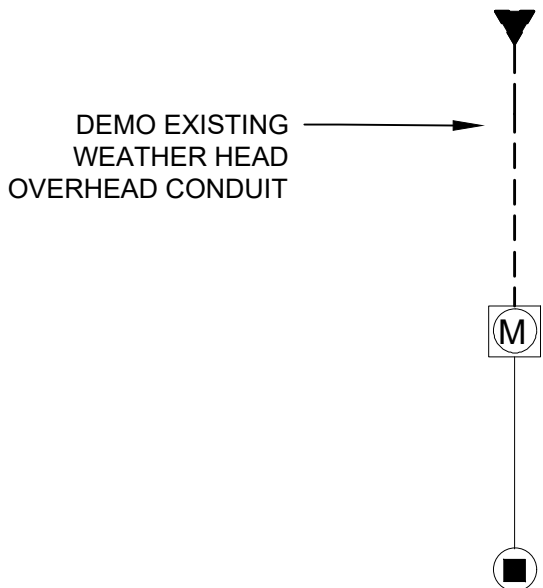
4 1680 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



1 1688 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

- NTS
- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1680 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
3. WHERE ALTERATIONS TO THE BUILDING SURFACE ARE REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PATCH ALL EXISTING TO REMAIN WALLS, ROOFS, SURFACES, ETC. DISTURBED BY DEMOLITION TO ORIGINAL CONDITION.
4. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, TO INCLUDE ALL EXISTING CONDUITS, PIPING, DRAINAGE, SPRINKLER SYSTEMS, ETC. UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF IMMEDIATELY REPLACING AND/OR REPAIRING ANY DAMAGE CAUSE BY CONSTRUCTION ACTIVITIES.
5. HANDHOLES AND TRANSFORMERS SHOWN ON PLANS SHALL BE PROVIDED BY FPL.
6. ALL CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUTE AS TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
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HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1000710-171304.05
DATE: AUGUST 2025
DESIGNED BY: DRK
DRAWN BY: DRK
CHECKED BY: JRH
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

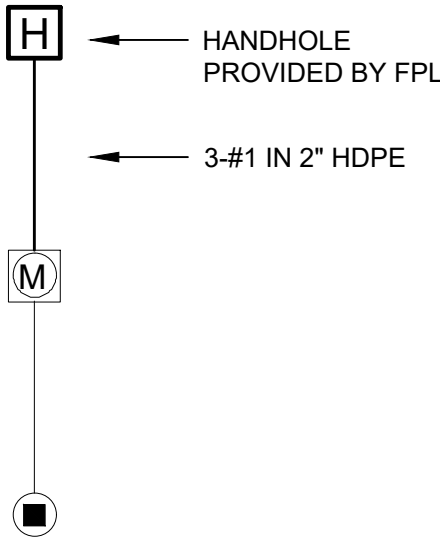
E-217



1688 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
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1688 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

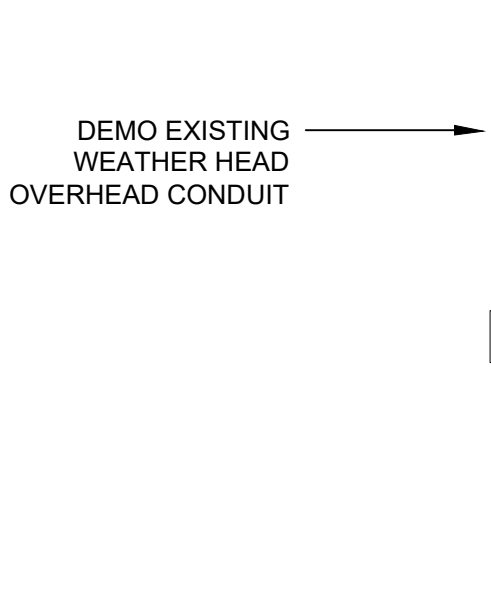
NTS



1688 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1688 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

ISSUED

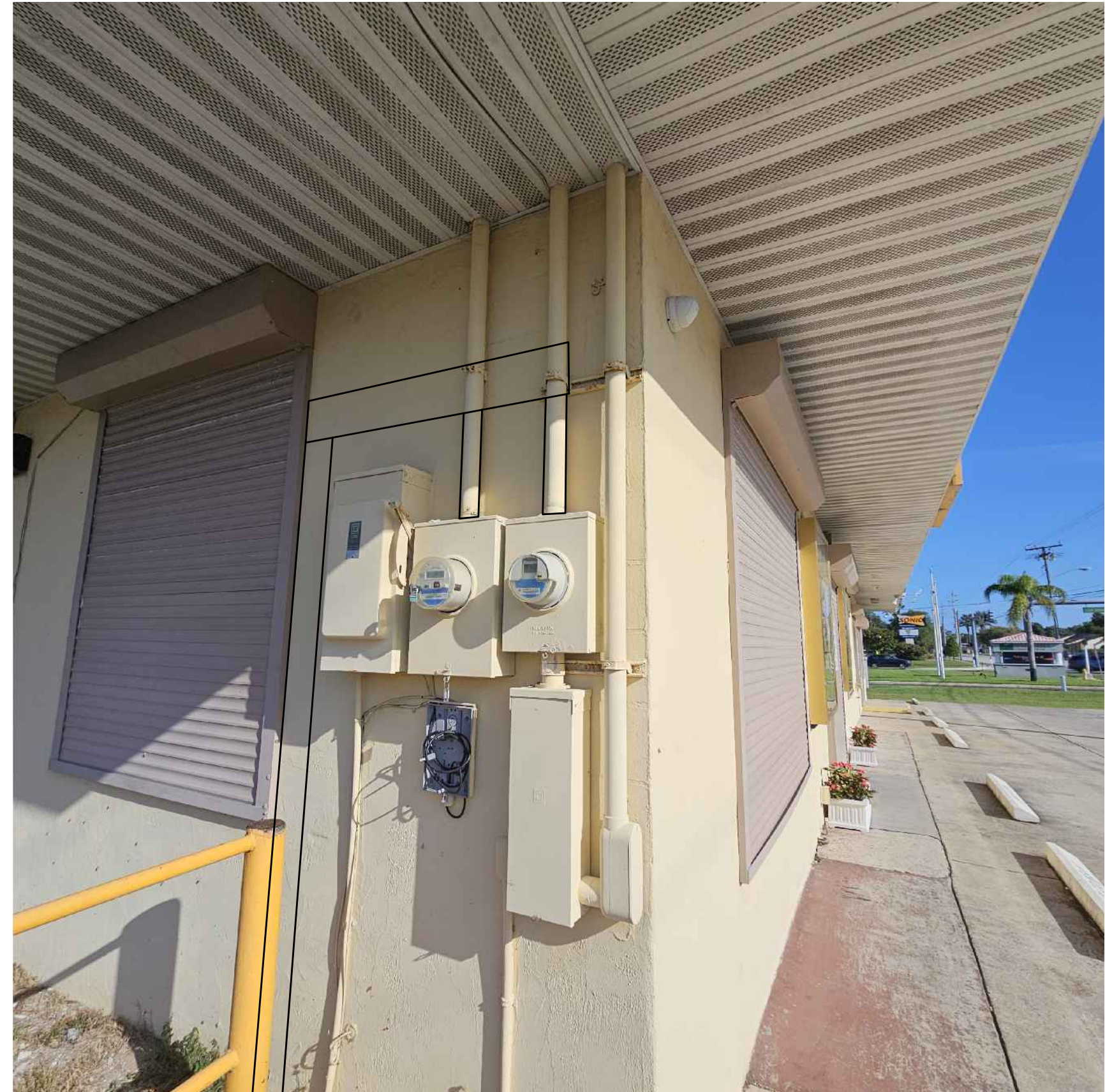
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-218



GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

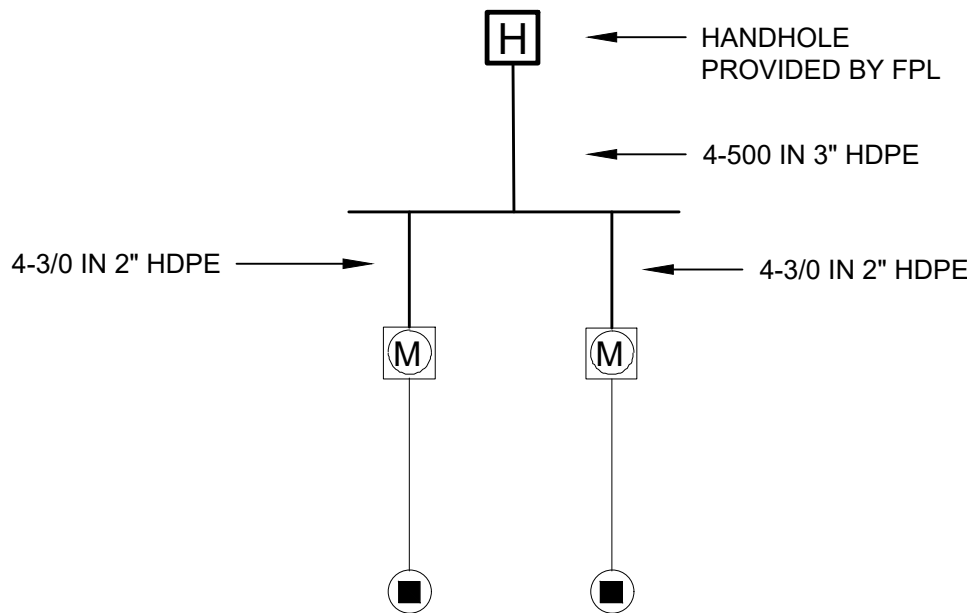
E-219

3 1808 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

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4 1808 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

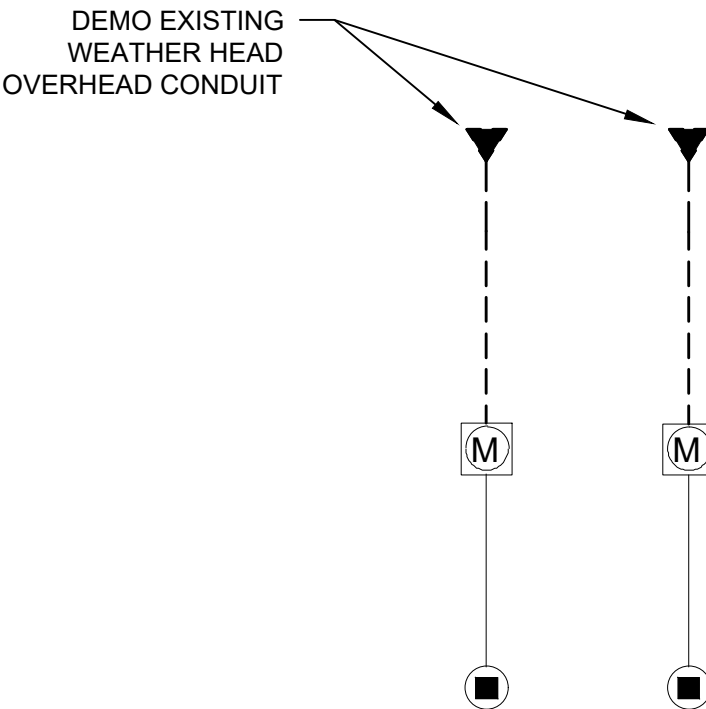
NTS

1 1808 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

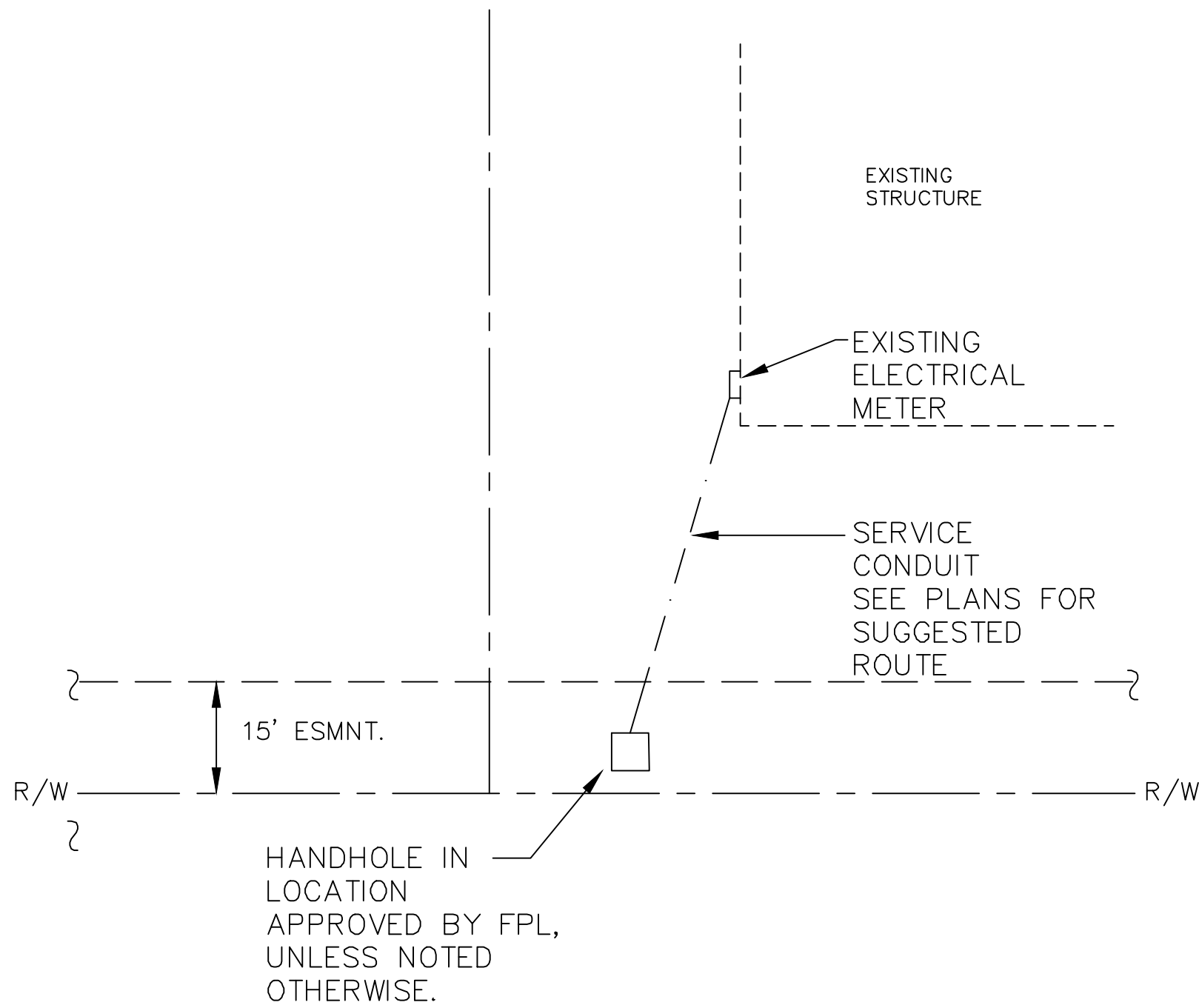
NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.

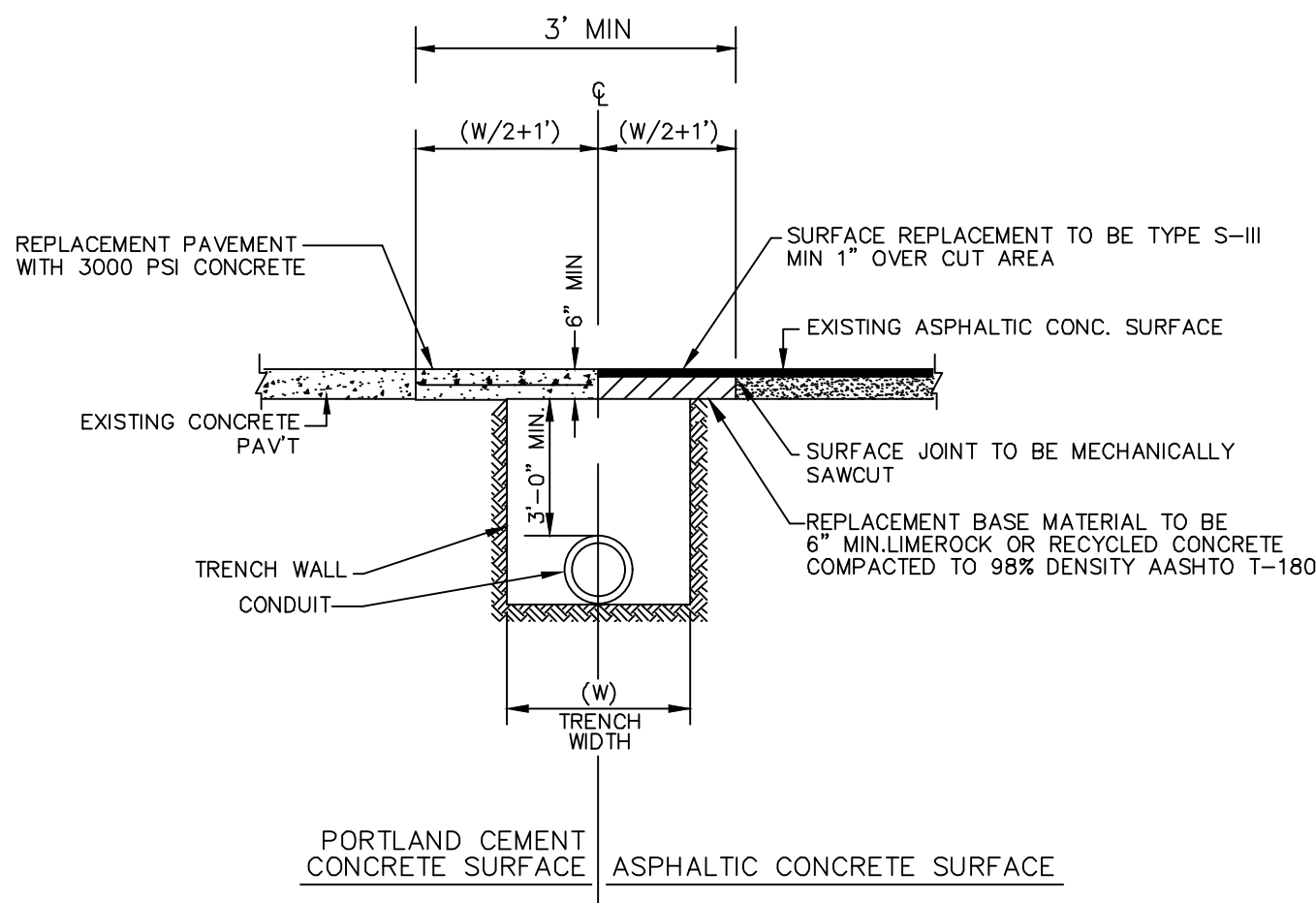


2 1808 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

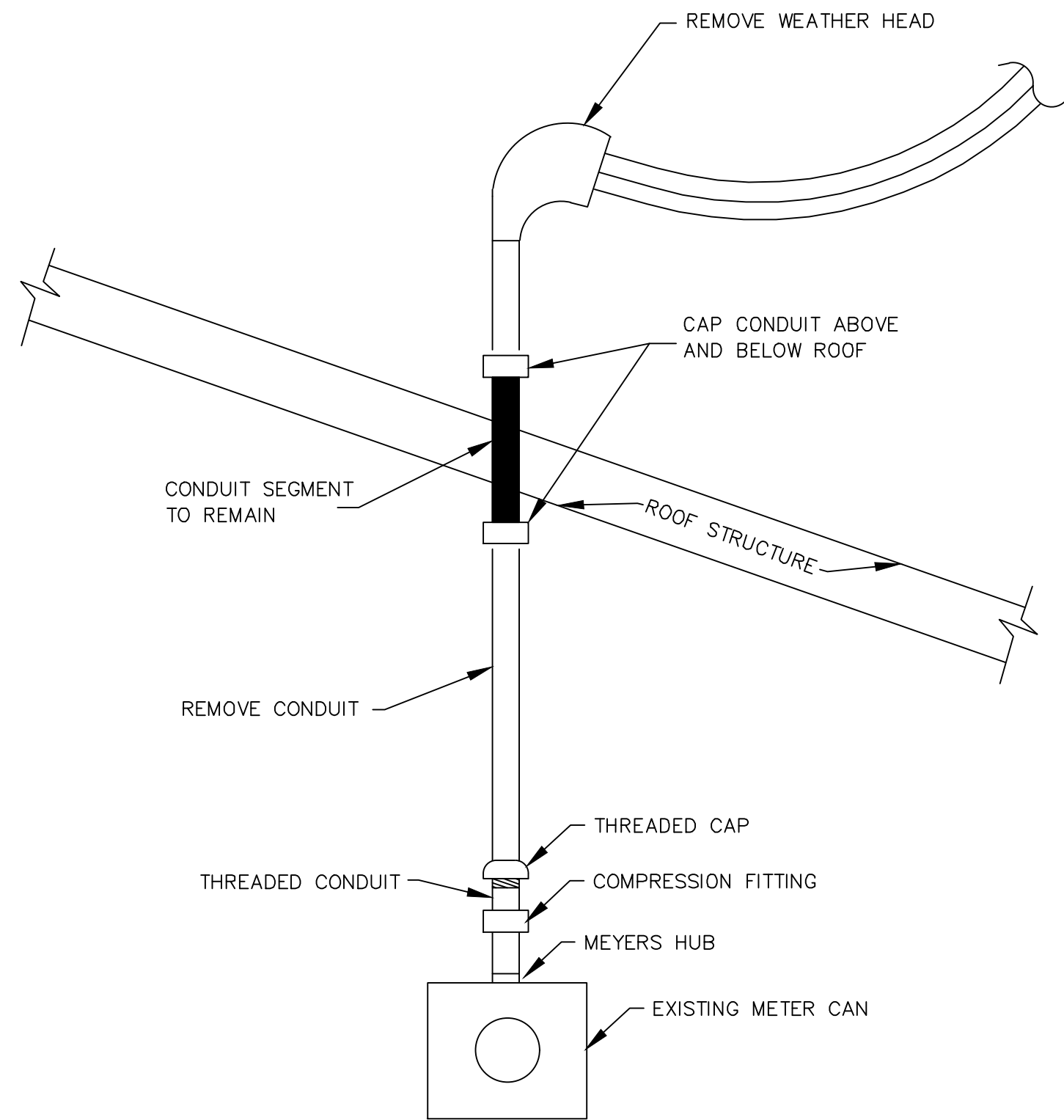
NTS



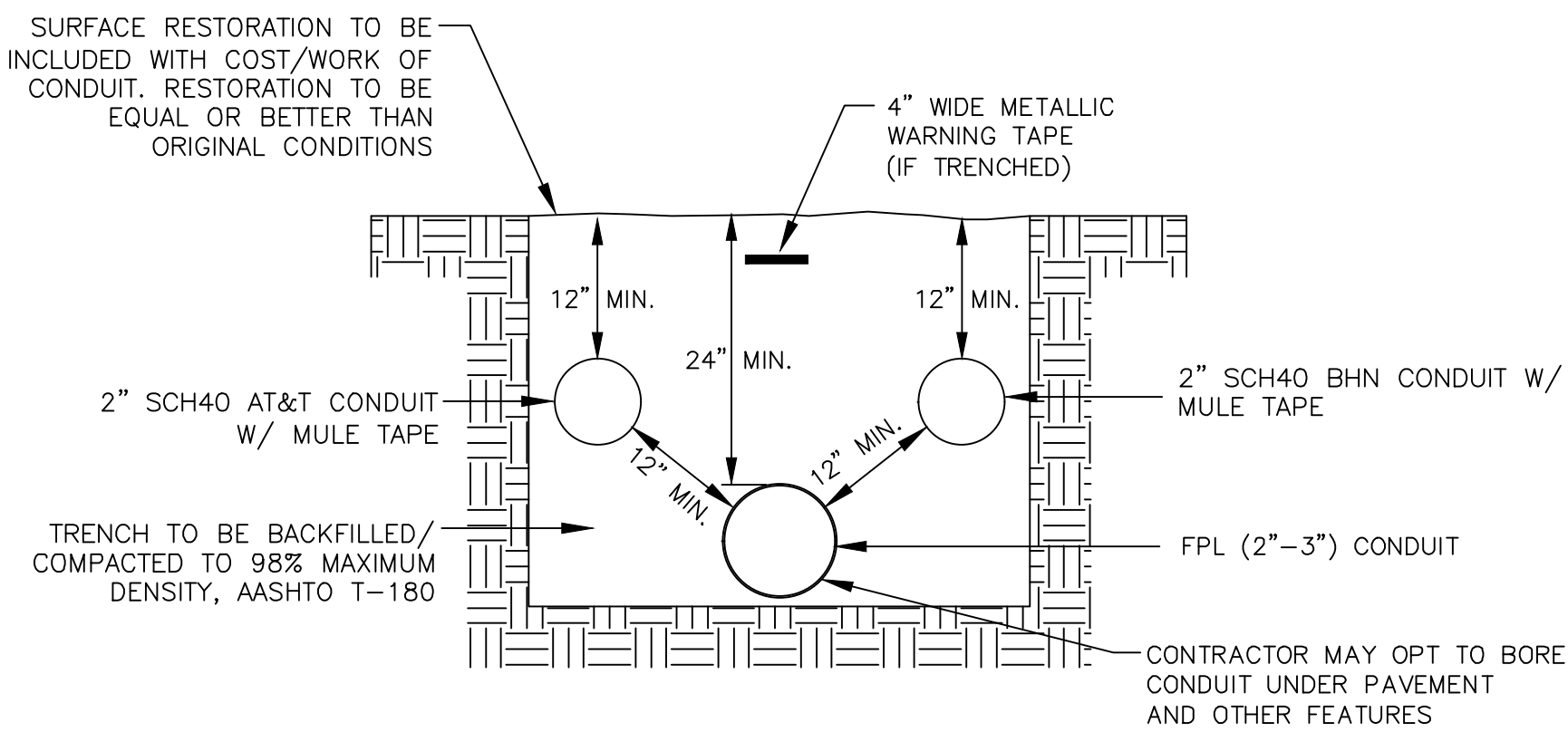
3 TYPICAL INDIVIDUAL SERVICE CONDUITS
NTS



4 PAVEMENT TRENCH RESTORATION DETAIL
NTS



1 EXISTING OVERHEAD SERVICE REMOVAL
NTS



2 TYPICAL OPEN-CUT SERVICE CONDUIT TRENCH
NTS

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

ISSUED

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SHEET CONTENTS
ELECTRICAL DETAILS

SHEET NO.

E-501

SECTION 00 03 00
PROPOSAL
FOR

CITY OF HOLLY HILL
US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS
(To be completed in Duplicate)

Bidder's Name: Carter Electric Co., Inc.

Submitted: September 15, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional

costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**", 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 00310" attached and made a part of this Bid. **The bid total is:**

Base Bid:

Five Hundred Ninety Seven Thousand Nine Hundred Ninety Three Dollars & 50/100's

(In Words)

Dollars \$ 597,993.50 (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. 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 **180 days** and 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 that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the 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.

1.02 SUPPLEMENTAL REQUIREMENTS

A. The following documents are attached to and/or made a condition of this bid:

1. Schedule of Unit Prices: Section 00 03 10
2. Statement of Bidder's Qualifications: 00 03 20
3. Listing of Subcontractors: Section 00 03 30
4. Listing of Previous Experience: Section 00 03 31
5. Bid Bond: Section 00 04 10
6. Public Entity Crimes Statement: Section 00 04 70
7. Anti-Collusion Statement: Section 00 04 80
8. Drug Free/Tie Preference Statement: Section 00 04 85
9. Compliance with the Public Records Law: Section 00 48 60
10. W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
11. Affidavit of E-Verify Requirements Compliance: Section 00 48 80
12. Trench Safety Affidavit: Section 00 04 90
13. Certificate as to Corporate Principal: Section 00 06 20
14. City of Holly Hill Insurance Requirements: Section 00 08 00A

1.03 REQUIRED DISCLOSURE

A. 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.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

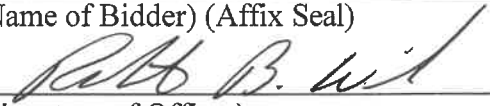
Addendum No. 1 Dated: 08.29.25
Addendum No. 2 Dated: 09.12.25
Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Type letter here

Attached hereto is a cashier's check on the n/a Bank of
n/a or Bid Bond for the sum of
5% of proposed bid Dollars (\$--5%--),
made payable to City of Holly Hill (Owner).

Carter Electric Co., Inc.

(Name of Bidder) (Affix Seal)


(Signature of Officer)

Robert B. Wiech - Vice President

(Title of Officer)

Carter Electric Co., Inc.

Name of Bidder

231 Jean Street

Address

Daytona Beach, FL 32114

City/State/Zip

386-255-1418

Telephone

EC0002058

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Matthew J. Wittwer - President & Robert B. Wiech - Vice President

Carter Electric Co., Inc.

231 Jean Street, Daytona Beach, FL 32114

END OF SECTION

SECTION 00 03 10
US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS SCHEDULE OF UNIT PRICES
ITB NO. 26ST01

Item	Description	ID #	Qty.	Unit	Unit Cost	Cost
A	Electrical Service Conversions					
1	1331 Ridgewood Ave., Holly Hill, FL 32117	E-0058	1	LS	\$ 8,327.00	\$ 8,327.00
2	1335 Ridgewood Ave., Holly Hill, FL 32117	E-0059	1	LS	\$ 7,181.00	\$ 7,181.00
3	1341 Ridgewood Ave., Holly Hill, FL 32117	E-0060	1	LS	\$ 13,725.00	\$ 13,725.00
4	1349 Ridgewood Ave., Holly Hill, FL 32117	E-0063	1	LS	\$ 11,995.00	\$ 11,995.00
5	1369 Ridgewood Ave., Holly Hill, FL 32117	E-0064	1	LS	\$ 14,375.00	\$ 14,375.00
6	1400 Ridgewood Ave., Holly Hill, FL 32117	E-0079	1	LS	\$ 18,850.00	\$ 18,850.00
7	1410 Ridgewood Ave., Holly Hill, FL 32117	E-0080	1	LS	\$ 8,457.00	\$ 8,457.00
8	1415 Ridgewood Ave., Holly Hill, FL 32117	E-0066	1	LS	\$ 15,627.00	\$ 15,627.00
9	1422 Ridgewood Ave., Holly Hill, FL 32117	E-0081	1	LS	\$ 9,741.00	\$ 9,741.00
10	1424 Ridgewood Ave., Holly Hill, FL 32117	E-0081(A)	1	LS	\$ 8,139.00	\$ 8,139.00
11	1500 Ridgewood Ave., Holly Hill, FL 32117	E-0082	1	LS	\$ 24,108.00	\$ 24,108.00
12	1510 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS	\$ 23,615.00	\$ 23,615.00
13	1515 Ridgewood Ave., Holly Hill, FL 32117	E-0070	1	LS	\$ 34,240.00	\$ 34,240.00
14	1518 Ridgewood Ave., Holly Hill, FL 32117	E-0084	1	LS	\$ 7,877.00	\$ 7,877.00
15	1533 Ridgewood Ave., Holly Hill, FL 32117	E-0076	1	LS	\$ 5,846.00	\$ 5,846.00
16	1543 Ridgewood Ave., Holly Hill, FL 32117	E-0078	1	LS	\$ 20,074.00	\$ 20,074.00
17	Flomich Traffic Signal	N/A	1	LS	\$ 5,828.00	\$ 5,828.00
18	1630 Ridgewood Ave., Holly Hill, FL 32117	W-0090	1	LS	\$ 13,441.00	\$ 13,441.00
19	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091	1	LS	\$ 7,158.00	\$ 7,158.00
20	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091(A)	1	LS	\$ 15,825.00	\$ 15,825.00
21	1668/1670 Ridgewood Ave., Holly Hill, FL 32117	W-0092/0093	1	LS	\$ 30,221.00	\$ 30,221.00
22	1674 Ridgewood Ave., Holly Hill, FL 32117	W-0094	1	LS	\$ 35,994.00	\$ 35,994.00
23	1678 Ridgewood Ave., Holly Hill, FL 32117	W-0095	1	LS	\$ 24,886.00	\$ 24,886.00
24	1680 Ridgewood Ave., Holly Hill, FL 32117	W-0096	1	LS	\$ 17,018.00	\$ 17,018.00
25	1684 Ridgewood Ave., Holly Hill, FL 32117	W-0098	1	LS	\$ 11,809.00	\$ 11,809.00
26	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099	1	LS	\$ 9,431.00	\$ 9,431.00
27	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(A)	1	LS	\$ 12,072.00	\$ 12,072.00
28	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(B)	1	LS	\$ 10,248.00	\$ 10,248.00
29	1700 Ridgewood Ave., Holly Hill, FL 32117	W-0100	1	LS	\$ 18,578.00	\$ 18,578.00
30	1701 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS	\$ 10,869.00	\$ 10,869.00
31	1722 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS	\$ 18,381.00	\$ 18,381.00
32	1808 Ridgewood Ave., Holly Hill, FL 32117	W-0105	1	LS	\$ 15,427.00	\$ 15,427.00
33	Calle Grande Traffic Signal	N/A	1	LS	\$ 5,332.00	\$ 5,332.00
34	1850 Ridgewood Ave., Holly Hill, FL 32117	W-0108	1	LS	NWR	
	315 El Pino not on bid form but shown on drawing		1	LS	\$ 18,010.00	\$ 18,010.00
	1721 Ridgewood not on the drawing or Bid form		1	LS	\$ 13,847.00	\$ 13,847.00

00-03-10-1

B	Additional/Deleted Work				
1	2" Sch 40 Conduit	200	LF	\$ 31.52	\$ 6,304.00
2	3" Sch 40 Conduit	200	LF	\$ 35.76	\$ 7,152.00
3	4" Sch 40 Conduit	200	LF	\$ 41.46	\$ 8,292.00
B	Continued Additional/Deleted Work				
4	6" Thick Concrete Repair	200	SF	\$ 14.01	\$ 2,802.00
5	4" Thick Concrete Repair	200	SF	\$ 8.76	\$ 1,752.00
6	Asphalt Pavement Repair	200	SF	\$ 11.68	\$ 2,336.00
7	Sodded Area Repair	200	SF	\$ 1.46	\$ 292.00
C	Miscellaneous				
1	Soil and Erosion Control	1	LS	\$ 10,346.00	\$ 10,346.00
2	Rock Excavation	50	CY	\$ 40.87	\$ 2,043.50
3	Bulk Concrete	50	CY	\$ 78.91	\$ 3,945.50
4	Unsuitable Material Excavation	50	CY	\$ 41.23	\$ 2,061.50
5	Preconstruction Video	1	LS	\$ 2,500.00	\$ 2,500.00
7	Traffic Control	1	LS	\$ 12,265.00	\$ 12,265.00
8	Layout/As-builts	1	LS	\$ 9,350.00	\$ 9,350.00
Grand Total				\$	597,993.50

Upon bid award, the awarded Bidder shall also provide Bidder-prepared schedule of unit pricing for furnishing and installing all materials to be utilized in the project for which is reflected in the Schedule of Unit Prices above. The Bidder prepared schedule shall include the various types and sizes of wire, wiring devices, meter cans, grounding and other required items. The schedule along with the additional/deleted work portion of the Schedule of Unit Prices shall be utilized to compensate the Contractor for additional work and to determine credit for any deleted/reduced work.

SUBMITTED BY

Signature 

CONTRACTOR Carter Electric Co. Inc

ADDRESS 231 Jean Street Daytona Beach

State: FL Zip 32114

TELEPHONE NUMBER 386-255-1418

FAX NUMBER

State of Florida Certified Electrical Contractor Unlimited

Contractors License Number EC0002058

00-03-10-2

SECTION 00 03 20

STATEMENT OF BIDDER'S QUALIFICATIONS

- A. 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.
1. Name of bidder. **Carter Electric Co., Inc.**
 2. Permanent main office address. **231 Jean Street, Daytona Beach, FL 32114**
 3. When organized. **1959**
 4. If a corporation, where incorporated. **Florida**
 5. Contractor License Numbers **EC0002058, EC0000265, EC13005876**
(See attached licenses.)
 6. How many years have you been engaged in the contracting business under your present firm or trade name? **66 Years**
 7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **See attached WIP**
 8. General character of work performed by your company. **Electrical and Systems**
Division 26 - Electrical, Division 27 - Communications, & Division 28 - Electronic Safety & Security
 - 9.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? **No**
 - 9.⁽²⁾ Provide lists of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. **n/a**
 10. Have you ever defaulted on a contract? If so, where and why? **No**
 11. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See attached Project List.
 12. List your major equipment.
See Equipment List
 13. Experience in construction work similar in type to this project.
See attached Project List.
 14. Background and experience of the principal members of your organization, including the officers.
See attached Key Personnel List

15. Credit Type text here available:
\$ 1,500,000.00
16. Give bank reference:
Barwick Banking Company - See attached letter.
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
18. 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 Daytona Beach, FL this 15th day of September, 2025.

Carter Electric Co., Inc.

Name of Bidder

By: *Robert B. Wiech*

Robert B. Wiech Title Vice President

State of Florida

County of Volusia

Robert B. Wiech being duly sworn deposes and says that

he is the Vice President of Carter Electric Co., Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 15th day of September, 2025.

Shawn Jackson
Notary Public

Shawn Jackson
Notary Public (Print or Type)



My commission expires: 08.11.29

END OF SECTION

SECTION 00 03 30

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
Concrete	All State Civil Construction, Inc.	Name: <u>Jonathan Kephart</u> Phone #: <u>386-679-7719</u> Name: _____ Phone #: _____ Name: _____ Phone #: _____
Asphalt	All State Civil Construction, Inc.	Name: <u>Jonathan Kephart</u> Phone #: <u>386-679-7719</u> Name: _____ Phone #: _____ Name: _____ Phone #: _____
Sodding/Landscaping	All State Civil Construction, Inc.	Name: <u>Jonathan Kephart</u> Phone #: <u>386-679-7719</u> Name: _____ Phone #: _____ Name: _____ Phone #: _____
M.O.T.	Atlantic Traffic Solutions, LLC.	Name: <u>Andy Mills</u> Phone #: <u>407-436-4496</u> Name: _____ Phone #: _____
Directional Bore	Coastal Cable Construction	Name: <u>Jay Flositz</u> Phone #: <u>386-748-4185</u>

SECTION 00 03 31

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 Project List.

NO.	PROJECT/ OWNER/ REFERENCE	DESCRIPTION/COST	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
2	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
3	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		

END OF SECTION

SECTION 00 04 10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Carter Electric Co., Inc. as Principal and Merchants Bonding Company (Mutual) of the City of Des Moines, IA State of Iowa, 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 (5%) OF PROPOSED 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:

**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE
CONVERSIONS**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 15th day of September, 2025, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF: _____ (Seal)

Individual or Partner

Witness

ATTEST:


231 Jean Street
DAYTONA BEACH, FL 32114
Address
Carter Electric Co., Inc.
Corporate Principal
Matthew W. Witter
President AFFIX
CORPORATE SEAL

P.O BOX 14498
DES MOINES, IA 50306
Address
By Don Bramlage
AFFIX
CORPORATE SEAL
Merchants Bonding Company (Mutual)
Corporate Surety
Don Bramlage Attorney-In-Fact &
Florida Resident Agent - Inquiries: 407-330-3990
Title

ATTEST:
see attached power of attorney

END OF SECTION

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cindy Mirisola; Don Bramlage

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



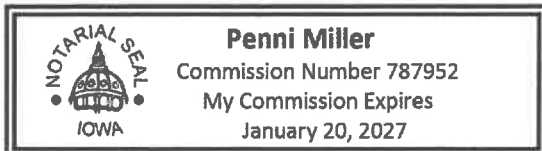
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of September, 2025.



Ata B. Smith
Secretary

SECTION 00 04 70

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES:

ITB No. 26ST0 1

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for
The City of Holly Hill US1 Undergrounding Phase 3 - Electrical Service Conversions

This sworn statement is submitted by Carter Electric Co., Inc. whose business
address is 231 Jean Street, Daytona Beach, FL 32114 and (if applicable)
its Federal Employer Identification Number (FEIN) is 59-0862377. (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:
n/a.)

My name is Robert B. Wiech any my relationship to the entity named above
is Vice President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) Robert B. Wiech Date: 09.15.25

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Robert B. Wiech, Vice President
who, after first being sworn by me, affixed his/her signature in the space provided above on this
15th day of September, 2025.



Shawn Jackson
Notary Public - Shawn Jackson

My Commission Expires: 08.11.29

END OF SECTION

SECTION 00 04 80

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: Carter Electric Co., Inc.

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Robert B. Wiech, Vice President

ADDRESS: 231 Jean Street

CITY AND STATE: Daytona Beach, FL 32114

TELEPHONE: 386-255-1418

COMPLETION TIME: 09.15.25

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) n/a

END OF SECTION

SECTION 00 04 85

DRUG FREE/TIE PREFERENCE STATEMENT

A. 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:

1. 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:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. 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.

- e. 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.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

Robert B. Wiech, Vice President
Carter Electric Co., Inc.
231 Jean Street
Daytona Beach, FL 32114
386-255-1418

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-WW-08

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

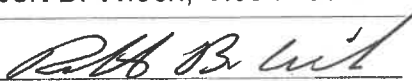
A provision that requires the contractor to comply with public records laws, specifically to:

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: Carter Electric Co., Inc.

Authorized representative (printed): Robert B. Wiech, Vice President

Authorized representative (signature): 

Date: 09.15.25

END OF SECTION

Section 00 48 80
Affidavit of E-Verify Requirements Compliance

ITB NO.

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.

Carter Electric Co., Inc.

Consultant/Contractor Name and Address

Carter Electric Co., Inc.
231 Jean Street
Daytona Beach, FL 32114
386-255-1418

Signature



Name and Title

Robert B. Wiech, Vice President

SECTION 00 04 90

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:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
Slope Method - \$1.00 per Linear Foot	\$1,760.00

One Thousand Seven Hundred Sixty Dollars & xx/100's

(Cost in Words)

TOTAL \$ \$1,760.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Carter Electric Co., Inc.

DATE: 09.15.25 BY: 
Robert B. Wiech, Vice President

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

END OF SECTION

SECTION 00 05 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/LLC known as Carter Electric Co., Inc. organized and existing under the laws of the State of Florida; PARTNERSHIP known as n/a consisting of the following members: n/a an INDIVIDUAL n/a trading as n/a of n/a City Daytona Beach State of FL Zip Code 32114, 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, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | 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 **180 days** and an additional **30 days** for final completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$1,000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages

exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$ _____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 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 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 Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

City Clerk

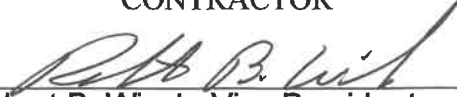
By _____
Joe Forte

Title _____
City Manager

Carter Electric Co., Inc.
CONTRACTOR

WITNESS:


Shawn Jackson

By 
Robert B. Wiech, Vice President

END OF SECTION

SECTION 00 06 20

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Robert B. Wiech, certify that I am the Vice President
of the corporation named as Principal in the within Bid Bond; that Robert B. Wiech
who signed the said Bid Bond on behalf of the Principal was then Vice 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.



Robert B. Wiech

AFFIX CORPORATE SEAL
Robert B. Wiech, Vice President

END OF SECTION

SECTION 00 06 40

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: Carter Electric Co., Inc.
Address: 231 Jean Street
Daytona Beach, FL 32114
Contact Person: Robert B. Wiech, Vice President
Phone Number: (386) 255-1418 -

SURETY:

Address: Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306
Contact Person: Don Bramlage - Attorney-In-Fact & Florida Registered Agent
Phone Number: (407) 330-3990 -

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: \$ TBD **City Case/Project No.** 26ST01

Description of Work: Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

Project Location: Holly Hill, Volusia County, Florida

Legal Description: Various properties along US 1 (see plans and temporary construction easements), FDOT-owned US1 right-of-way and various City-owned rights-of-way.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

00 06 40-1

Page 502 of 1454

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, Carter Electric Co., Inc.

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:

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 26ST01.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

Carter Electric Co., Inc.

a Florida Corporation

Mailing Address:

231 Jean Street, Daytona Beach, FL 32114

By: *Robert B. Wiech*

Name/Title: Robert B. Wiech, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this 15th day of September, 2020, by Robert B. Wiech, Vice President as a duly authorized representative of Carter Electric Co., Inc. a Florida Corporation, the Principal named in the attached **Payment and Performance Bond No.** _____.

Notary, please check one:

☒ Personally known to me
☐ Produced identification

Shawn Jackson
Notary Public, State of Florida

My Commission Expires: 08.11.29

Printed Name: Shawn Jackson



Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

US1 UNDERGROUNDING PHASE 3
ELECTRICAL SERVICE CONVERSIONS

Name of Project
City Project No. ITB No. 26ST01
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, Carter Electric Co., Inc., as Principal, and
Merchants Bonding Company (Mutual), 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 the engineering firm Mead & Hunt, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

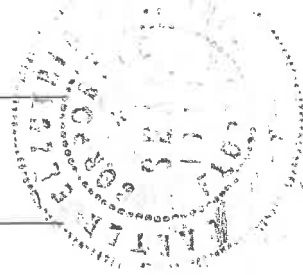
IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 15th day of September, 2025.

Carter Electric Co., Inc.

(Name of Principal)

By:

Name/Title: Robert B. Wiech, Vice President



Attest

(As to Corporate Principal) Secretary

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By:

(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.

Type text here

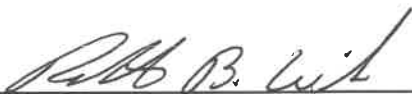
SECTION 00 06 50

CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

See attached Certificate of Insurance

This is to certify Federated Mutual Insurance Company has
issued to _____, of the City of Holly Hill, State of Florida,
the following policy or policies; Public Liability Policy No. 1915855 & 1915860 effective on January 1, 2025, limits \$8,000,000.00,
Property Damage Policy No. 1915855 effective on January 1, 2025 and
expiring on January 1, 2026, limits \$1,000,000.00.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the City of Holly Hill, in writing thirty (30) days prior to cancellation of the policy.


Robert B. Wiech - Vice President
Carter Electric Co., Inc.

(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

SECTION 00 06 60

AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

See Attached Certificate of Insurance

State of Florida

County of Volusia

Robert B. Wiech, Vice President being duly sworn according to law, deposes and says (it, he, they) have 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 Florida Company, under the terms of Policy No. WC840-00234446-2025A for a period from January 1, 2025 to January 1, 2026.

WITNESS:

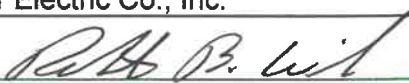


Shawn Jackson

CONTRACTOR:

Carter Electric Co., Inc.

By



Title Robert B. Wiech, Vice President

Sworn to and subscribed before me this 15th day of September, 2025.



Notary Public

Shawn Jackson

Notary Public (Print or Type)

My Commission Expires: 08.11.29



END OF SECTION

SECTION 00 06 65

CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION

~~See~~ Attached Certificate of Insurance

This is to certify that Brown & Brown Insurance Services, Inc., Company has issued
to _____, of the City of Holly Hill,
State of Florida, the following policy or policies: Workmen's Compensation and
Employer's Liability Policy No. WC840-0023446-2025A effective on January 1, 2025, re
Policy No. WC840-0023446-2025A effective
on January 1, 2025 and expiring on January 1, 2026
re _____ limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and
the City of Holly Hill in writing thirty (30) days
prior to cancellation of policy.



Robert B. Wiech - Vice President
Carter Electric Co., Inc.

(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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: EC00002058

EXPIRATION DATE: AUGUST 31, 2026

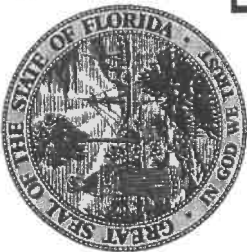
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ISSUED: 06/10/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification



LICENSE NUMBER: ECAD000265

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/06/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER EC13005876

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/09/2024

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Cost Codes:		1753	Cost Types:		LPBFMS1234567890	Labor Detail		Work in Progress Report						Page 1	
To:		1919	Active Jobs					Carter Electric Co., Inc.						8/29/25 11:16	
								8/29/2025						LI 25.1.2.1.250815	
Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance			
753	FHC at LPGA & Tymber Creek														
	412,370.09	396,116.98	412,370.09	377,531.63	11,676.24	389,207.87	23,162.22	12,371.10		97	22,467.36	0.00			
770	*Holly Hill School														
	185,054.22	142,952.00	185,054.22	134,822.40	7,095.92	141,918.32	43,135.90	9,252.71		95	40,979.11	0.00			
794	Encompass Health Rehab Hosp														
	3,834,189.01	3,192,687.19	3,834,189.01	3,696,504.36	37,338.43	3,733,842.79	100,346.22	38,341.89		99	99,342.76	0.00			
812	HHMC FSED North Daytona														
	1,761,243.91	1,301,459.13	1,660,776.91	1,178,373.29	408,876.02	1,587,249.31	173,994.60	353,230.09		74	129,173.53	100,467.00			
822	HHMC Chem Lab Renov - Phase 1														
	252,557.58	252,196.14	252,557.58	192,828.59	0.00	192,828.59	59,728.99		0.00	100	59,728.99	0.00			
825	HHMC Lohman Bld 2nd flr Neuro														
	1,195,126.82	1,064,548.17	1,195,126.82	946,628.88	167,052.16	1,113,681.04	81,445.78	179,269.02		85	69,228.92	0.00			
835	HHMC ED X-ray Suite Renovation														
	45,196.00	33,834.37	45,196.00	16,374.98	0.00	16,374.98	28,821.02		0.00	100	28,821.02	0.00			
847	*HHMC 7th Floor Renovations														
	861,679.40	628,875.18	861,679.40	609,496.66	107,558.23	717,054.89	144,624.51	129,251.91		85	122,930.83	0.00			
852	FHC OC Overnight ASC Steriliza														
	230,000.00	181,515.00	230,904.07	142,462.15	15,829.13	158,291.28	71,708.72	23,904.07		90	64,537.85	-904.07			
856	FHC Ormg City Bld 2&3 Site Ren														
	85,819.00	73,157.00	34,162.09	25,477.46	50,755.56	76,233.02	9,585.98	5,480.95		33	3,203.68	51,656.91			
859	*Vol. Marine Science Center														
	406,820.75	329,369.72	406,820.75	392,075.99	0.00	392,075.99	14,744.76		0.00	100	14,744.76	0.00			
863	Nexus - Flagler Library														
	1,540,713.50	1,180,257.45	1,517,522.70	1,025,550.50	482,612.00	1,508,162.50	32,551.00	469,837.52		68	22,134.68	23,190.80			
869	HBS-Patient Wing Upgrade														
	89,890.72	74,462.43	89,851.00	52,875.15	2,782.90	55,658.05	34,232.67	4,454.82		95	32,521.03	39.72			

Work in Progress Report
Carter Electric Co., Inc.
8/29/2025

Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance
1874	Adv Health DB Cancer LINAC 160,006.44	101,734.15	160,006.44	63,360.08	0.00	63,360.08	96,646.36		0.00	100	96,646.36	0.00
1875	Aquarius Condo Fire Alarm 68,949.00	49,381.45	68,949.00	46,343.62	0.00	46,343.62	22,605.38		0.00	100	22,605.38	0.00
1877	*Palm Coast Fire Station #26 1,497,667.32	1,199,508.29	325,920.00	116,993.43	1,085,062.06	1,202,055.49	295,611.83	180,155.32		10	28,771.25	1,171,747.32
1879	Jackie Robinson Ballpark 3,043,286.52	2,517,111.84	905,477.73	414,119.04	2,111,785.90	2,525,904.94	517,381.58	406,534.61		16	84,824.08	2,137,808.79
1881	Port Orange Lift Station #6 66,173.00	56,250.00	0.00	126.87	56,123.13	56,250.00	9,923.00		149.25	0	22.38	66,173.00
1884	Adv Hlth Deland Exit Lighting 58,779.66	40,051.05	47,023.73	13,293.08	3,323.27	16,616.35	42,163.31		0.00	80	33,730.65	11,755.93
1885	Holly Hill Lift Station #4 24,318.00	23,858.00	17,000.00	14,294.53	5,757.82	20,052.35	4,265.65		335.34	71	3,040.81	7,318.00
1886	*Port Orng Utilities Field Op 1,860,458.65	1,523,682.14	602,872.65	467,352.63	1,119,309.01	1,586,661.64	273,797.01	54,872.86		29	80,647.16	1,257,586.00
1887	*Palm Coast Fire Station #22 1,488,084.70	1,206,677.96	231,314.00	82,900.89	1,123,777.07	1,206,677.96	281,406.74	129,079.97		7	19,333.14	1,256,770.70
1889	Ocean Center Floor Box Replace 449,435.00	372,552.71	289,753.00	217,829.56	93,355.53	311,185.09	138,249.91		24,851.50	70	96,774.94	159,682.00
1891	US1 Undergrounding/Serv Conver 249,328.50	216,138.54	188,477.20	107,371.34	135,766.40	243,137.74	6,190.76	78,371.98		44	2,733.88	60,851.30
1893	ABC Port Orange 22,879.15	20,952.50	11,965.00	8,099.12	12,853.38	20,952.50	1,926.65	3,121.14		39	744.74	10,914.15
1894	Shadow Lakes Office Renovation 17,818.00	16,527.20	16,036.20	16,035.21	843.96	16,879.17	938.83		890.90	95	891.89	1,781.80
1895	Friendship Elem Bld 3 /Chiller 456,337.54	376,923.36	456,337.54	214,705.04	0.00	214,705.04	241,632.50		0.00	100	241,632.50	0.00

Work in Progress Report
Carter Electric Co., Inc.
8/29/2025

Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance
896	DSC Bldg 115 - Freshens 72,902.09	60,179.48	72,902.09	28,935.29	0.00	28,935.29	43,966.80		0.00	100	43,966.80	0.00
898	FHC Clyde Morris-Corridor Ltg 27,097.54	17,000.00	27,097.54	16,172.11	0.00	16,172.11	10,925.43		0.00	100	10,925.43	0.00
899	ERAU Micaplex Wind Tunnel 20,961.00	19,891.19	20,961.00	15,541.16	0.00	15,541.16	5,419.84		0.00	100	5,419.84	0.00
900	Seabreeze HS- Replace OAU Bld3 29,800.00	25,931.22	0.00	246.00	25,685.22	25,931.22	3,868.78		282.70	1	36.70	29,800.00
901	Discovery Elem- Chillers 1 & 2 23,100.00	18,313.51	20,637.00	20,674.47	639.42	21,313.89	1,786.11		1,770.00	97	1,732.53	2,463.00
902	HHMC OR Waiting Room 9,650.00	8,711.00	0.00	6,183.50	2,527.50	8,711.00	939.00		6,850.05	71	666.55	9,650.00
903	Vol Emergency Op Ctr Addition 1,184,200.00	1,044,822.04	95,581.00	46,039.68	999,674.86	1,045,714.54	138,485.46	43,444.22		4	6,097.10	1,088,619.00
904	444 Seabreeze Portico Lights 11,500.00	10,000.00	11,500.00	237.66	9,993.95	10,231.61	1,268.39	11,232.88		2	29.46	0.00
905	HHMC Deltona Expansion 2,395,997.00	2,108,313.00	0.00	78,941.54	2,094,132.58	2,173,074.12	222,922.88		87,039.69	4	8,098.15	2,395,997.00
907	POPD Generator Replacement 377,907.45	321,220.00	0.00	0.00	321,220.00	321,220.00	56,687.45		0.00	0	0.00	377,907.45
908	Paige Ave Pickleball - Phase 1 15,081.00	12,800.00	0.00	0.00	12,800.00	12,800.00	2,281.00		0.00	0	0.00	15,081.00
909	HHMC Lohman Bld Suite 420 12,910.00	10,841.80	12,910.00	4,419.25	0.00	4,419.25	8,490.75		0.00	100	8,490.75	0.00
911	Paige Ave Pickleball - Phase 2 43,795.00	37,225.00	0.00	0.00	37,225.00	37,225.00	6,570.00		0.00	0	0.00	43,795.00
912	Masci Corp. Garage 17,045.00	14,870.00	0.00	961.26	13,908.74	14,870.00	2,175.00		1,101.86	6	140.60	17,045.00

Work in Progress Report
Carter Electric Co., Inc.
8/29/2025

Page 4
8/29/25 11:16
L1 25.12.1.250815

Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance
1913	Hudson Well Field Expansion											
	137,510.00	108,417.46	0.00	0.00	108,417.46	108,417.46	29,092.54		0.00	0	0.00	137,510.00
1916	Hammock Dunes Restrooms											
	9,360.00	7,953.90	0.00	896.82	7,057.08	7,953.90	1,406.10		1,055.36	11	158.54	9,360.00
1917	Battelle Research Storage Bldg											
	14,950.00	10,436.50	0.00	2,114.22	8,322.28	10,436.50	4,513.50		3,028.56	20	914.34	14,950.00
1919	Dr. Phillips Perf Arts SBA											
	29,799.00	25,344.28	0.00	0.00	25,344.28	25,344.28	4,454.72		0.00	0	0.00	29,799.00
	24,797,747.56	20,435,050.33	14,308,931.76	10,795,189.44	10,706,482.47	21,501,671.91	3,296,075.65	2,132,207.06	127,355.21	50	1,508,890.47	10,488,815.80
Labor		1,431,832.16		2,225,363.52								
Overtime Labor		53,152.23		147,771.80								
Bullen		267,237.20		247,554.42								
Material		5,622,806.24		3,848,181.04								
Sub Contractor		4,304,297.01		1,510,965.32								
Casual-Ln'd Labor		2,046,663.35		2,080,323.45								
Non P.O. Material		125,638.96		11,713.69								
Miscellaneous		3,191,449.09		323,666.24								
Other		38,445.79		21,332.00								
Equipment Rental		408,153.31		333,464.16								
Sub-Labor Only		28,028.00		0.00								
Owner Direct P.O.		385,182.00		0.00								
Internal Equip.		0.00		44,853.80								
Overhead		2,532,164.99		0.00								

EQUIPMENT SCHEDULE

QTY.	EQUIPMENT	EACH PIECE:	LIMITS OF COVERAGE:
1	RTS573-FT Trimble Robotic Total Station	22,650.00	22,650.00
1	T100-RTS-FTG Trimble T100 2.4GHz Radio	6,210.00	6,210.00
1	Cat Forklift	36,000.00	36,000.00
1	Cannon 12k Wire Puller	11,500.00	11,500.00
1	Wire Stripper Model 1000 (shop)	3,250.00	3,250.00
3	Maxis Tugger	2,000.00	6,000.00
2	2 x 4 Polaris Ranger - 2011	8,000.00	16,000.00
1	Current Tugger	8,000.00	8,000.00
5	Jr. Tugger	2,000.00	10,000.00
1	E32 Bobcat Compact Excavator	30,000.00	30,000.00
1	Greenlee Electric Bender	6,000.00	6,000.00
1	Amprobe AT-3500 (locator) SN:2100016087	3,000.00	3,000.00
4	Conex Storage Container	2,500.00	10,000.00
1	Pre-Fab Trailer	2,500.00	2,500.00
	TOTAL LIMIT		171,110.00



Carter Electric Co., Inc. Contractors - Engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114 • 386-255-1418

TRUMAN E. (ROY) GAILEY, JR., CEO
STATE CERTIFIED EC0000265

MATTHEW J WITTWER, PRESIDENT
STATE CERTIFIED EC0002058; NC 14911-U

Key Personnel List – 09.05.25

Name:	Years Experience:	Years with Carter Electric:
Field Superintendents:		
Bobby Paquette	42	21
Bruce Jacobs	18	12
*Chuck Peckham	42	34
Dave McCullough	44	32
David Miller	9	6
*Frank Dement	36	28
Jim Courtney	30	
Jim O'Brien	21	22
*Justin Davenport	25	20
Justin Johaneman	20	14
Marvin Crawford	38	36
Mike Napolin	25	6
Robert Sorlingas	43	6
Ronnie Cravener	10	10
Stephen Klinker	6	6
Thurstan Hill	16	16
Tony Amos	43	8
Tommy Granger	40	26
Officers:		
*Truman E. Gailey, Jr. (Roy) – CEO	60	60
*Matthew J. Wittwer (Matt) – President	35	18
*Robert B. Wiech (Bob) – Vice President	33	16
Project Managers:		
Anthony Ratliff	21	5
David Gabel	22	4 Months
Jesse Gabel	12	1 Month
Louis Whaley	1	1
Safety Director:		
Don Tyser	31	31
Estimator:		
Jamie Woodrow	25	14
Todd Matarazzo	13	2
*Medical and ACHA Experience		



For Locals. By Locals.

May 21, 2025

Carter Electric Co Inc
231 Jean Street
Daytona Beach, FL 32114

RE: Revolving Line of Credit Verification

To Whom It May Concern,

Barwick Banking Company is the Bank for Carter Electric Co Inc and have been working with them since January 2022.

Our client established a line of credit in the amount of \$1,500,000.00. Our client has \$1,500,000.00 available on this line. Please contact me at (386) 310-8605 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Mazza". The signature is written in a cursive, flowing style.

Vanessa Mazza
Vice President

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Individual or sole proprietor . An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity name on line 2.) Carter Electric Co., Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.): See instructions. 231 Jean Street		Requester's name and address (optional)
6 City, state, and ZIP code Daytona Beach, FL 32114		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

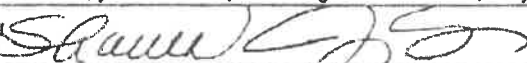
Social security number								
			-			-		
or								
Employer identification number								
5	9	-	0	8	6	2	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/09/25
--------------	--	----------------------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2024

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED CARTER ELECTRIC CO., INC. 231 JEAN ST DAYTONA BEACH, FL 32114-4142	INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13935

COVERAGES

CERTIFICATE NUMBER: 164

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	N	N	1915855	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP ACC \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	1915855	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	1915860	01/01/2025	01/01/2026	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTHER E.I. EACH ACCIDENT E.I. DISEASE EA EMPLOYEE E.I. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: CITY OF HOLLY HILL US1 UTILITY UNDERGROUND PRIMARIES CONVERSION (MASON AVE. TO WALKER ST) PHASE 3
RE: TRUMAN E. GAILEY - LICENSE#: EC0000265; MATTHEW J WITTEW - LICENSE#: EC0002058

CERTIFICATE HOLDER

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117-2807

164 0

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

Nicholas R. Lower



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Carter Electric Company, Inc.	
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 Insurance: Notes

NAMED INSURED:

- CARTER GAILEY, INC.
- CARTER ELECTRICAL MANAGEMENT COMPANY, INC.
- CARTER ELECTRIC CO., INC.

CURRENT BLANKET POLICY FORMS:

WORKERS' COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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 Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Angela Phifer PHONE (A/C, No, Ext): (386) 252-9601 E-MAIL ADDRESS: Angela.Phifer@bbrown.com FAX (A/C, No): (386) 239-5729 INSURER(S) AFFORDING COVERAGE INSURER A: FFVA Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10385
INSURED Carter Electric Company, Inc. Carter Electric Co., Inc. 231 Jean St. Daytona Beach FL 32114-4142	

COVERAGES**CERTIFICATE NUMBER:** 25-26**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC840-0023446-2025A	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS. PROJECT: CITY OF HOLLY HILL US1 UTILITY UNDERGROUND PRIMARIES CONVERSION (MASON AVE. TO WALKER ST) PHASE 3.
TRUMAN E GAILEY, JR LICENSE#EC0000265
MATTHEW J. WITTEWRE LICENSE#EC0002058
DAVID A. GABEL LICENSE#EC13005876

CERTIFICATE HOLDER**CANCELLATION**

CITY OF HOLLY HILL

1065 RIDGEWOOD AVE.
DAYTONA BEACH

FL 32117-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Carter Electric Co., Inc. - Project List									
Current Projects									
Job #	Job Name	Date Open	Contract Amount	Customer Name	Job Address	Job Address City	Closed	Owner	Status
1753	FHC at LPGA & Tymber Creek	06/01/23	\$ 388,541.00	SLH Construction, LLC	2655 LPGA Blvd., Lot 5	Daytona Beach		FHCP	Active
1770	*Holly Hill School	04/01/23	\$ 355,700.00	Volusia County School Board	Replace Switchgear - Bldg 6	Holly Hill		VCSB	Active
1794	Encompass Health Rehab Hosp	08/01/23	\$ 3,738,828.00	Brasfield & Gorrie LLC	1952 N Williamson Blvd	Daytona Beach		Encompass Health Rehab Ho	Active
1812	HHMC FSED North Daytona	01/01/24	\$ 2,225,511.00	DeAngelis Diamond Const., Inc.	777 Williamson Blvd.	Daytona Beach		HHMC	Active
1822	HHMC Chem Lab Renov - Phase 1	03/01/24	\$ 123,678.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1824	HHMC Lohman Bld 2nd flr Neuro	03/01/24	\$ 1,084,627.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1831	HHMC ED X-ray Suite Renovation	03/01/24	\$ 45,196.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1847	*HHMC 7th Floor Renovations	06/01/24	\$ 997,501.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1852	FHC OC Overnight ASC Steriliza	05/01/24	\$ 230,000.00	SLH Construction, LLC	2777 Enterprise Road	Orange City			Active
1856	FHC Orng City Bld 2&3 Site Ren	05/01/24	\$ 85,819.00	SLH Construction, LLC	2777 Enterprise Road	Orange City		FHC	Active
1859	*Vol. Marine Science Center	06/01/24	\$ 318,673.81	Hedrick Brothers Construction	Education Building Addition	Ponce Inlet		State of Florida	Active
1863	Nexus - Flagler Library	08/01/24	\$ 2,240,443.14	Ajax Building Corporation	2199 Commerce Pkwy	Bunnell		County of Flagler	Active
1869	HBS-Patient Wing Upgrade	08/01/24	\$ 60,768.00	Harper Limbach	841 Jimmy Ann Drive	Daytona Beach		HHMC	Active
1874	Adv Health DB Cancer LINAC	11/01/24	\$ 132,790.44	Robins and Morton Group	224 Memorial Medical Pkwy.	Ormond Beach			Active
1875	Aquarius Condo Fire Alarm	02/01/25	\$ 68,949.00	Pye-Barker Fire & Safety	1575 Ocean Shore Blvd	Ormond Beach			Active
1877	*Palm Coast Fire Station #26	12/01/24	\$ 2,081,772.00	Wharton-Smith, Inc.	72 Airport Commerce Center Way	Palm Coast		City of Palm Coast	Active
1879	Jackie Robinson Ballpark	01/01/25	\$ 2,501,684.00	Barton Malow Company	105 E. Orange Ave.	Daytona Beach		City of Daytona Beach	Active
1881	Port Orange Lift Station #6	03/01/25	\$ 66,173.00	All State Civil Construction	East Ocean Avenue	Port Orange		City of Port Orange	Active
1884	Adv Hlth Deland Exit Lighting	01/01/25	\$ 58,779.66	Advent Health Deland	701 W. Plymouth Ave.	Deland		Advent Health	Active
1885	Holly Hill Lift Station #4	03/01/25	\$ 24,318.00	All State Civil Construction	10th Street	Holly Hill		City of Holly Hill	Active
1886	*Port Orng Utilities Field Op	03/01/25	\$ 1,833,000.00	Wharton-Smith, Inc.	4505 Clyde Morris Blvd.	Port Orange		City of Port Orange	Active
1887	*Palm Coast Fire Station #22	12/01/24	\$ 2,064,703.00	Wharton-Smith, Inc.	350 Palm Coast Parkway NW	Palm Coast		City of Palm Coast	Active
1889	Ocean Center Floor Box Replace	04/01/25	\$ 418,530.00	A.M. Weigel Construction, Inc.	101 N. Atlantic Ave.	Daytona Beach			Active
1891	US1 Undergrounding/Serv Conver	04/01/25	\$ 249,328.50	City of South Daytona	2156 - 2323 S. Ridgewood Ave.	South Daytona		City of South Daytona	Active
1893	ABC Port Orange	04/01/25	\$ 22,879.15	Equity Builders of Florida	406 Oak Place	Port Orange		St. John Family Trust	Active
1894	Shadow Lakes Office Renovation	06/01/25	\$ 17,818.00	Bomar Construction, Inc.	525 Shadow Lakes Blvd.	Ormond Beach		Nawrocki Vol Co Prop LLC	Active
1895	Friendship Elem Bld 3 /Chiller	04/01/25	\$ 421,800.00	COR3 Mechanical	2746 Fulford Street	Deltona		Vol. County School Board	Active
1896	DSC Bldg 115 - Freshens	04/01/25	\$ 72,902.09	Bomar Construction, Inc.	1200 W. Internat'l Spdwy Blvd	Daytona Beach		DSC	Active
1898	FHC Clyde Morris-Corridor Ltg	04/01/25	\$ 27,097.54	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach		Florida Healthcare Plans	Active
1899	ERAU Micaplex Wind Tunnel	04/01/25	\$ 20,961.00	Coleman-Goodemote Construction	1521 Aviation Center Pkwy	Daytona Beach		ERAU	Active
1900	Seabreeze HS- Replace OAU Bld3	04/01/25	\$ 29,800.00	COR3 Mechanical	2700 N. Oleander Ave.	Daytona Beach		Volusia County Schools	Active
1901	Discovery Elem- Chillers 1 & 2	05/01/25	\$ 23,100.00	Charles Perry Partners, Inc.	975 Abagail Drive	Deltona		Volusia County Schools	Active
1902	HHMC OR Waiting Room	08/01/25	\$ 9,650.00	Howie Snyder Construction, Inc.	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1903	Vol Emergency Op Ctr Addition	05/01/25	\$ 1,184,200.00	Culver Construction	3852 Tiger Bay Road	Daytona Beach		County of Volusia	Active
1904	444 Seabreeze Portico Lights	05/01/25	\$ 11,500.00	SLH Construction, LLC	444 Seabreeze Blvd.	Daytona Beach		Charles Wayne Properties	Active
1905	HHMC Deltona Expansion	07/01/25	\$ 2,395,997.00	Robins and Morton Group	3300 Halifax Crossings Blvd.	Deltona		HHMC	Active
1907	POPD Generator Replacement	06/01/25	\$ 377,907.45	Culver Construction	4545 S. Clyde Morris Blvd.	Port Orange		City of Port Orange	Active
1908	Paige Ave Pickleball - Phase 1	07/01/25	\$ 15,081.00	All State Civil Construction	2641 Paige Avenue	New Smyrna Beach		City of New Smyrna Beach	Active
1909	HHMC Lohman Bld Suite 420	07/01/25	\$ 12,910.00	Hedrick Brothers Construction	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1911	Paige Ave Pickleball - Phase 2	07/01/25	\$ 43,795.00	City of New Smyrna Beach	2641 Paige Avenue	New Smyrna Beach		City of New Smyrna Beach	Active

1913	Hudson Well Field Expansion	08/01/25	\$ 137,510.00	Hazen Construction	Airport Road	Ormond Beach		City of Ormond Beach	Active
1916	Hammock Dunes Restrooms	08/01/25	\$ 9,360.00	SLH Construction, LLC	30 Avenue Royale - Links Club	Palm Coast		Hammock Dunes Club, Inc.	Active
1917	Battelle Research Storage Bldg	08/01/25	\$ 14,950.00	Battelle Memorial Institute	4928 Sailfish Drive	Ponce Inlet		Battelle Memorial Inst.	Active
1919	Dr. Phillips Perf Arts SBA	08/01/25	\$ 29,799.00	SBA Site	155 East Anderson Street	Orlando		Dr Phillips Center for PA	Active
Closed Projects (2020 - 2025)									
1687	Filutowski Lake Mary Renov.	10/01/21	\$ 105,561.00	J. McLauchlin & Company, Inc.	1070 Greenwood Blvd.	Lake Mary	02/14/23	Greenwood Blvd, LLC	Closed
1688	HHMC Cafe Circuit Relocation	10/01/21	\$ 6,193.98	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	01/31/22	HHMC	Closed
1689	Advent Health 11th floor	10/01/21	\$ 17,916.00	Rauland-Borg Corporation of FL	301 Memorial Medical Parkway	Daytona Beach	03/21/22	Memorial Health Systems	Closed
1690	Lowes Sign - Orange City	10/01/21	\$ 394.40	Kenco Signs	901 Saxon Blvd.	Orange City	12/09/21		Closed
1691	HHMC Twin Lakes Washer Circuit	10/01/21	\$ 3,093.48	Halifax Health Medical Center	1890 LPGA Blvd.	Daytona Beach	01/18/22	HHMC	Closed
1692	Adv Hlth Fish Chiller Replace	10/01/21	\$ 7,855.00	Brasfield & Gorrie LLC	1055 Saxon Blvd.	Orange City	02/25/22	Advent Health Systems	Closed
1693	Cupola Oceanside	10/01/21	\$ 272,574.29	Bomar Construction, Inc.	100 North Halifax Drive	Ormond Beach	07/12/24		Closed
1694	Hammock Dunes Tennis Court Lts	11/01/21	\$ 89,151.00	Hammock Dunes Club	30 Avenue Royale	Palm Coast	06/15/22	Hammock Dunes Club Inc.	Closed
1695	Lake Mary ASC	11/01/21	\$ 990,710.00	Precise Construction	835 Currency Circle	Lake Mary	06/19/23	HHRE Lake Mary LLC	Closed
1696	One Daytona Public Restroom	12/01/21	\$ 71,980.00	Coleman-Goodemote Construction	1870 Victory Circle	Daytona Beach	05/12/22	Daytona Beach Property	Closed
1697	FPL Port Orange Service Center	11/01/21	\$ 75,567.00	Spartan Contracting Corp.	3000 Spruce Creek Road	Port Orange	01/19/23	FPL	Closed
1698	Thales- Breaker AIC Change Out	11/01/21	\$ 25,829.20	Thales Avionics, Inc.	7415 Emerald Dunes Dr.	Orlando	08/26/22	Thales Avionics, Inc.	Closed
1699	First Step Shelter	11/01/21	\$ -	Poli Construction	3889 W Internat'l Speedway Bvd	Daytona Beach			Closed
1700	FHC St. Augustine	12/01/21	\$ 28,102.13	Florida Health Care	200 Southpark Blvd, Suite 208	St. Augustine	03/28/22	Florida Health Care Plans	Closed
1701	HHMC Hot Water Replace	02/01/22	\$ 9,487.00	Coastal Mechanical Services	South Machine Room	Daytona Beach	07/05/22	HHMC	Closed
1702	*Creekside MS FA Replacement	02/01/22	\$ 870,350.00	Volusia County School Board	6801 Airport Road	Port Orange	07/11/24	VCSB	Closed
1703	FHC Orange City Car Charger	02/01/22	\$ 15,850.00	Florida Health Care	2777 Enterprise Road	Orange City	07/07/22	Fla Health Care Plans	Closed
1704	*Pride Elementary - Repl Gen	02/01/22	\$ 737,950.00	Volusia County School Board	1100 Learning Lane	Deltona	03/06/24	VCSB	Closed
1705	*US1 Utility - contin. of 1404	02/01/22	\$ -	City of Holly Hill	453 LPGA Blvd.	Holly Hill	10/10/23	City of Holly Hill	Closed
1706	Orange City Ajax Trailer	03/01/22	\$ 6,375.00	Ajax Building Company, LLC	1120 Thorpe Ave.	Orange City	10/05/22	City of Orange City	Closed
1707	Granada Plaza Light Pole	03/01/22	\$ 5,982.00	SLH Construction, LLC	247 E. Granada Blvd.	Ormond Beach	05/25/22	Granada Plaza Group	Closed
1708	HHMC Lohman Bldg, Ste 40 & 50	03/01/22	\$ 13,686.00	Culver Construction	303 N. Clyde Morris Blvd.	Daytona Beach	08/08/22	HHMC	Closed
1709	HHMC AHU 9 Replacement	05/01/22	\$ 22,996.00	Coastal Mechanical Services	303 N. Clyde Morris Blvd.	Daytona Beach	03/04/24	HHMC	Closed
1710	ERAU Bldg 341 COA LED Retrofit	03/01/22	\$ 109,500.00	Embry Riddle Aeronautical Univ	1 Aerospace Boulevard	Daytona Beach	06/13/22	ERAU	Closed
1711	Opus Condo - BDA Raceway	05/01/22	\$ 24,238.00	DynaFire Inc.	2071 South Atlantic Ave.	Daytona Beach Shores	12/09/22	Opus Condo Assoc	Closed
1712	FHC Deltona	04/01/22	\$ 708,949.11	SLH Construction, LLC	1925 Providence Blvd.	Deltona	09/21/23		Closed
1713	NSB MS Parent Loop & Parking	05/01/22	\$ 54,125.00	GPS Civil Construction, Inc.	1200 S. Myrtle Ave.	New Smyrna Beach	12/05/22	VCSB	Closed
1714	Advent Health Palm Coast	07/01/22	\$ 886,000.00	Robins and Morton Group	4835 Palm Coast Parkway NW	Palm Coast	02/26/24	Advent Health	Closed
1715	ERAU Health & Wellness	04/01/22	\$ 19,770.00	Coleman-Goodemote Construction	1 Aerospace Blvd.	Daytona Beach	09/06/22	ERAU	Closed
1716	Oceanside CC Tennis Court Lts	04/01/22	\$ 17,915.00	Oceanside Country Club	75 N. Halifax Drive	Ormond Beach	06/27/22		Closed
1717	HHMC OR Lighting LED Upgrade	05/01/22	\$ 30,154.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	12/11/23	HHMC	Closed
1718	Techfit Digital Surgery	05/01/22	\$ 7,328.72	Techfit Digital Surgery	1511 Aviation Center Parkway	Daytona Beach	07/25/22	Techfit Digital Surgery	Closed
1719	Peabody Auditorium Restrooms	06/01/22	\$ 53,485.00	Poli Construction	600 Auditorium Blvd.	Daytona Beach	07/03/23	City of Daytona Beach	Closed
1720	ERAU Simulation Center	06/01/22	\$ 27,293.00	Perry-McCall Construction Inc.	1 Aerospace Blvd.	Daytona Beach	06/20/22	ERAU	Closed
1721	Filutowski Add'l Renovations	06/01/22	\$ 83,342.00	J. McLauchlin & Company, Inc.	1070 Greenwood Blvd.	Lake Mary	06/16/22	JOB CANCELLED	Closed
1722	Brown & Brown F Fixture Replac	09/01/22	\$ 34,255.00	Ecosense	300 N. Beach Street	Daytona Beach	12/12/22		Closed
1723	ERAU Fire Pump	06/01/22	\$ 58,089.00	Embry Riddle Aeronautical Univ	Bldg 1500	Daytona Beach	01/09/24	ERAU	Closed

1724	HHMC 1928 Bldg 2nd Floor	07/01/22	\$ 4,350.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	09/19/22	HHMC	Closed
1725	Parkview Baptist Church	08/01/22	\$ 16,500.00	5 Words Media	5435 Belle Terre Parkway	Palm Coast	10/12/22	Palm Coast Bap Church Inc	Closed
1726	ERAU - One Sky	08/01/22	\$ 224,890.00	Coleman-Goodemote Construction	1511 Aviation Center Pkwy.	Daytona Beach	03/31/23	ERAU	Closed
1727	Advent Health Daytona MOB	09/01/22	\$ 3,408,184.00	Brasfield & Gorrie LLC	103 Memorial Medical Pkwy.	Daytona Beach	08/30/24		Closed
1728	MBA Business Center, Bldg A	09/01/22	\$ 13,514.00	M.L. Underwood Construction	1439 North US 1	Ormond Beach	01/05/23	LLB Investment Properties	Closed
1729	FHC OC Garage	01/01/23	\$ 26,457.21	SLH Construction, LLC	2777 Enterprise Road	Orange City	09/21/23	FHCP	Closed
1730	Wilsher Residence	08/01/22	\$ 3,050.00	Wilsher Residence	78 McAlister Drive	Ormond Beach	09/14/22	RG & Genevieve Wilsher	Closed
1732	Family Hlth Source Womens Ctr	09/01/22	\$ 28,447.00	PDL Construction Inc.	1200 South Deltona Blvd.	Deltona	06/02/23		Closed
1733	*Seabreeze HS Intercom Replace	09/01/22	\$ 300,235.00	Volusia County School Board	2700 N. Oleander Ave.	Daytona Beach	01/17/24		Closed
1734	OCC East Courts Lighting	08/31/22	\$ 20,924.00	Oceanside Country Club	75 N. Halifax Drive	Ormond Beach	12/28/22	OCC	Closed
1735	HHMC Nurse Call Replacement	01/01/23	\$ 50,236.00	Rauland-Borg Corporation of FL	303 N. Clyde Morris Blvd.	Daytona Beach	01/19/24	HHMC	Closed
1736	HHMC Twin Lakes Boiler	09/01/22	\$ 4,585.00	Halifax Health Medical Center	1890 LPGA Blvd. Suite 200	Daytona Beach	12/02/22	HHMC	Closed
1737	United Way Tenant Buildout	09/01/22	\$ 45,830.00	A.M. Weigel Construction, Inc.	1530 Cornerstone Blvd.	Daytona Beach	12/22/22		Closed
1738	UHON Pyramid Hotel Chiller Rep	09/01/22	\$ 4,025.00	General Mechanical Corp	Shores Resort & Spa	Daytona Beach Shores	04/24/23	UHON Daytona Shores Resor	Closed
1739	HHMC PO MRI Equipment Upgrade	09/01/22	\$ 138,001.00	H. W. Davis	1041 Dunlawton Ave.	Port Orange	03/27/23	HHMC	Closed
1740	HHMC Deltona Emergency Power	11/01/22	\$ 290,746.00	Halifax Health Medical Center	3300 Halifax Crossings Blvd.	Deltona	02/22/24	HHMC	Closed
1742	HHMC Liebert Unit Replacement	09/01/22	\$ 49,855.00	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	08/12/24	HHMC	Closed
1743	HHMC CVOR#3 Equip Replace	10/01/22	\$ 168,780.00	Rush Construction, Inc.	303 N. Clyde Morris Blvd.	Daytona Beach	09/22/23	HHMC	Closed
1746	FHC Palm Coast Site Pole Repla	10/01/22	\$ 24,250.00	Florida Health Care	309 Palm Coast Parkway NE	Palm Coast	03/15/23	Fla Health Care Plans	Closed
1747	Peck Plaza Unit 18SE Trim Out	02/01/23	\$ 5,000.00	Peck & Associates Construction	2625 S. Atlantic Ave.	Daytona Beach Shores	09/20/23	Edwin Peck	Closed
1748	HHMC 150KVA Transformer Replac	12/01/22	\$ 12,785.89	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	05/08/23	HHMC	Closed
1749	HHMC Lab & Vista Analyzer	01/01/23	\$ 4,322.33	Halifax Health Medical Center	1041 Dunlawton Ave.	Port Orange	03/14/23	HHMC	Closed
1750	HHMC Site Lighting Circuit Rep	02/01/23	\$ 14,560.56	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	07/13/23		Closed
1751	ERAU Willie Miller LED Retro	12/01/22	\$ 48,150.00	Embry Riddle Aeronautical Univ	1 Aerospace Blvd.	Daytona Beach	02/28/23	ERAU	Closed
1752	FHC - 44 & Oliver Drive	01/01/23	\$ 593,984.00	SLH Construction, LLC	SR 44 and Oliver Drive	New Smyrna Beach		Florida Health Care Plans	Closed
1754	Mainland HS Chiller Upgrade	03/01/23	\$ 27,477.95	COR3 Mechanical	1255 W. Internat'l Speedway Bv	Daytona Beach	10/16/23	Volusia County Schools	Closed
1756	HHMC Port Orange UPS Reconnect	01/01/23	\$ 5,398.84	Halifax Health Medical Center	1041 Dunlawton Ave.	Port Orange	04/17/23	HHMC	Closed
1757	HHMC AHU-D Replacement	03/01/23	\$ 26,691.00	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	01/22/24	HHMC	Closed
1758	HHMC Pt Orange Helipad Lights	02/01/23	\$ 17,928.92	Halifax Health Medical Center	1041 Dunlawton Ave.	Port Orange	01/08/24	HHMC	Closed
1759	VC Sheriff's Op Ctr Restroom	02/01/23	\$ 16,745.00	Poli Construction	1330 Indian Lake Road	Daytona Beach	11/27/23		Closed
1760	HHMC Data Room Outlets	03/01/23	\$ 5,511.02	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	05/15/23	HHMC	Closed
1761	DSC Deland Campus	02/01/23	\$ 3,975.00	Tietjen Technologies	1155 CR 4139	Deland	03/28/23	Board of Trustee DBCC	Closed
1762	FHC Orange City Generator ATS	02/01/23	\$ 17,500.00	SLH Construction, LLC	2777 Enterprise Rd.	Orange City	09/21/23	NAC Health Plan Inc.	Closed
1763	FHC Orange City Lift Sta ATS	02/01/23	\$ 9,800.00	SLH Construction, LLC	2777 Enterprise Rd.	Orange City	05/19/23	NAC Health Plan Inc.	Closed
1764	HHMC Air Compressor Upgrade	03/01/23	\$ 1,658.09	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	05/22/23	HHMC	Closed
1765	VIP Edgewater	03/01/23	\$ 40,924.00	BCI Integrated Solutions	2102 S. Ridgewood Ave.	Edgewater	09/06/23	Down Town Edgewater plaza	Closed
1766	*East ISB Secondary Power Conv	03/01/23	\$ 149,684.00	City of Daytona Beach	ISB from Halifax to Atlantic	Daytona Beach	01/29/24	City of Daytona Beach	Closed
1767	Dr. Phillips - Judson's Room	03/01/23	\$ 476,000.00	Brasfield & Gorrie LLC	445 South Magnolia Avenue	Orlando	09/20/24	City of Orlando	Closed
1768	FHC Orange City Vestibule Bld3	03/01/23	\$ 15,241.02	SLH Construction, LLC	2777 Enterprise Rd.	Orange City	12/21/23		Closed
1769	VIP Orlando	03/01/23	\$ 69,435.00	BCI Integrated Solutions	3162 S. Conway Rd.	Orlando	09/29/23		Closed
1771	Ocean Center FPL Vault Roof	03/01/23	\$ 15,424.00	Poli Construction	101 N. Atlantic Ave.	Daytona Beach Shores	10/30/23		Closed
1772	HHMC PO Linear Accelerator	04/01/23	\$ 377,239.84	H. W. Davis	1185 Dunlawton Ave.	Port Orange	09/06/24	HHMC	Closed
1773	VIP Vero Beach	03/01/23	\$ 90,762.00	BCI Integrated Solutions	2032 US Highway 1	Vero Beach	01/08/24		Closed
1774	HHMC Bill France Office	05/01/23	\$ 98,645.00	Halifax Health Medical Center	325 Bill France Blvd.	Daytona Beach	07/31/23	HHMC	Closed

1775	Daytona Playhouse - Phase II	04/01/23	\$ 138,225.00	Peck & Associates Construction	100 Jessamine Blvd.	Daytona Beach	08/09/24		Closed
1777	VIP - Sebastian	04/01/23	\$ 109,107.00	BCI Integrated Solutions	727 Sebastian Blvd.	Sebastian	12/28/23	Florida Medical Assoc.	Closed
1778	Ormond Beach Performing Arts	04/01/23	\$ 225,630.00	Bomar Construction, Inc.	399 US 1	Ormond Beach	02/29/24		Closed
1779	FHC Temp Pharmacy	08/28/23	\$ 62,492.20	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	05/23/24		Closed
1780	HHMC Cafe Expansion	05/01/23	\$ 8,933.77	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	08/14/23	HHMC	Closed
1781	P & S Paving Concrete Plant	05/01/23	\$ 145,957.00	P & S Paving	3701 Olson Drive	Daytona Beach	01/24/24		Closed
1782	Deltona HS Structural Repairs	06/01/23	\$ 1,317.00	A.M. Weigel Construction, Inc.	100 Wolf Pack Run	Deltona	09/25/23	VCSB	Closed
1784	HHMC 325 Bill France Gym	07/01/23	\$ 8,553.27	Allen Green Construction Co.	325 Bill France Blvd.	Daytona Beach	12/06/23	HHMC	Closed
1785	FHC Orng City Generators 1,2,3	07/01/23	\$ 268,275.00	SLH Construction, LLC	2777 Enterprise Road	Orange City	07/19/24	Fla Health Care Plans	Closed
1786	FHC Orange City Generator #2	07/01/23	\$ -	SLH Construction, LLC	2777 Enterprise Road	Orange City		Fla Health Care Plans	Closed
1787	FHC Orange City Generator #3	07/01/23	\$ -	SLH Construction, LLC	2777 Enterprise Road	Orange City		Fla Health Care Plans	Closed
1788	Hammock Dunes Club Restroom	08/01/23	\$ 10,875.00	SLH Construction, LLC	30 Avenue Royal	Palm Coast	10/20/23		Closed
1789	Eagles Watch	08/01/23	\$ 39,869.00	Advanced Generators	1725 5th Street	Daytona Beach			Closed
1790	Landmark Condo	08/01/23	\$ 12,645.00	Advanced Generators	404 S. Beach Street	Daytona Beach			Closed
1791	Dr. Phillips Prep Kitchen	08/01/23	\$ 16,008.00	Dr. Phillips Center	445 S. Magnolia Ave.	Orlando	02/07/24	Dr. Phillips	Closed
1792	Twin Lakes Imaging Center	08/01/23	\$ 50,345.58	Twin Lakes Imaging Center	1890 PGA Blvd.	Daytona Beach	04/08/24		Closed
1793	Dr. Phillips 3rd Floor	08/01/23	\$ 330,441.37	Brasfield & Gorrie LLC	445 S. Magnolia Ave.	Orlando	09/18/24		Closed
1795	FCSO Green Room	08/01/23	\$ 3,525.78	Flagler County	61 Sheriff EW Johnston Drive	Bunnell	01/22/24	Flagler County	Closed
1797	Max Beach Conversion	09/01/23	\$ 13,281.54	Peck & Associates Construction	1906 S. Atlantic Ave.	Daytona Beach Shores	03/18/24		Closed
1798	Dr. Phillips DAS	10/01/23	\$ 8,315.00	Mann Wireless, Ltd.	445 S. Magnolia Ave.	Orlando	02/20/24		Closed
1799	HHMC France Twr Entrance Power	10/01/23	\$ -	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Closed
1801	Horizon Bldg ATS Replacement	10/01/23	\$ 55,000.00	C.M. Freeman Co.	7255 Baymeadows Way	Jacksonville			Closed
1803	444 Seabreeze Parking Lot	10/01/23	\$ 49,400.00	SLH Construction, LLC	444 Seabreeze Blvd.	Daytona Beach	07/19/24	Charles Wayne Properties	Closed
1804	St Mary's Church AC Renovation	10/01/23	\$ 35,300.00	Flair, Inc.	216 Orange Ave.	Daytona Beach	07/01/24		Closed
1825	HHMC 1928 Bldg 1st Floor Lobby	03/01/24	\$ 2,181.10	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	09/09/24	HHMC	Closed
1832	FHC Daytona Pharmacy	03/01/24	\$ 24,640.24	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	07/19/24	SLH Construction	Closed
1850	Exalt Health IRF Hospital	09/01/24	\$ 3,550,391.00	Freese Johnson Construction	770 N. Clyde Morris Blvd.	Daytona Beach			Closed
1861	HHMC OR Office Lighting	06/01/24	\$ 4,679.76	Halifax Health Medical Center	3rd Floor Fountain Building	Daytona Beach		HHMC	Closed
1862	Dayt. State College Bookstore	06/01/24	\$ 6,011.15	Ajax Building Corporation	2351 Providence Blvd.	Deltona	01/13/25		Closed
1870	HHMC Port Orange Booster Pump	08/01/24	\$ 3,731.05	Harper Limbach	1185 Dunlawton Ave.	Port Orange		HHMC	Closed
1731	DSC Deltona, Bldg 2	09/01/22	\$ 1,669,629.15	Ajax Building Corporation	2351 Providence Blvd.	Deltona	11/21/24		Inactive
1741	HHMC Autocall Fire Alarm	11/01/22	\$ 324,297.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Inactive
1744	HHMC France Tower 8th floor	10/01/22	\$ 1,908,339.00	Robins and Morton Group	303 N. Clyde Morris Blvd	Daytona Beach	07/09/24	HHMC	Inactive
1745	FHC 740 Dunlawton PO	10/01/22	\$ 212,126.92	SLH Construction, LLC	740 Dunlawton Ave.	Port Orange	03/19/25	Fla Health Care Plans	Inactive
1755	Hudson Furniture Renovation	01/01/23	\$ 466,060.00	McCree General Contractors Inc	10401 W. Colonial Drive	Ocoee	04/29/25	Hudson's Furn Showroom	Inactive
1776	Daytona Orthopedics	04/01/23	\$ 1,279,621.00	Erdman Company	1865 PGA Blvd.	Daytona Beach	08/16/24	GDM&S Properties LLC	Inactive
1783	Vol Co Correct Fac Dormitory	06/01/23	\$ 569,731.18	A.M. Weigel Construction, Inc.	1354 Indian Lake Road	Daytona Beach	02/12/25	County of Volusia	Inactive
1796	Daytona Beach Vascular ASC	10/01/23	\$ 760,168.00	Bay Area Building Solutions	1873 N. Clyde Morris Blvd.	Daytona Beach	01/15/25	DB Vascular Access, LLC	Inactive
1800	HHMC 1st Floor IR	10/01/23	\$ 1,363,553.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	07/03/25	HHMC	Inactive
1802	Devon Self Storage	10/01/23	\$ 84,118.40	RAM General Contracting	1340 Ridgewood Ave.	Holly Hill	04/14/25	Holly Hill QOZ Self Stor	Inactive
1805	ERAU COB LED Lighting Retrofit	11/01/23	\$ 158,613.00	Embry Riddle Aeronautical Univ	1 Aerospace Blvd.	Daytona Beach	02/05/24	ERAU	Inactive
1806	HHMC NICU Waiting Area	11/01/23	\$ 6,913.52	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	06/20/24	HHMC	Inactive
1807	Moser Residence Dock Electric	11/01/23	\$ 7,805.39	Len Moser	1260 John Anderson Dr.	Daytona Beach	02/05/24	Len Moser	Inactive
1808	HHMC Port Orange 5th flr circ	11/01/23	\$ 12,665.00	Rush Construction, Inc.	1041 Dunlawton Ave.	Port Orange	03/25/24	HHMC	Inactive

1809	Advent Hlth Fish Mem Cath Lab	01/01/24	\$ 157,253.00	Robins and Morton Group	1055 Saxon Blvd.	Orange City	08/04/25		Inactive
1810	FHC Melbourne	01/01/24	\$ 209,847.00	Loyd Contracting Company, Inc.	2222 Sarno Road	Melbourne	01/15/25	Rev Partners LLC	Inactive
1811	Orange City Utility Plant	12/01/23	\$ 197,348.00	Culver Construction	426 South Volusia Ave.	Orange City	01/16/25		Inactive
1813	HHMC FSED Port Orange	01/01/24	\$ 1,223,224.00	DeAngelis Diamond Const., Inc.	6225 South Williamson Blvd.	Port Orange	06/27/25	HHMC	Inactive
1814	325 Bill France Furniture	01/01/24	\$ 32,255.11	Halifax Health Medical Center	325 Bill France Blvd.	Daytona Beach	05/28/24	HHMC	Inactive
1815	HHMC 1928 Building	01/01/24	\$ 209,442.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	03/19/25	HHMC	Inactive
1816	FHC - 2361 Mason Avenue	02/01/24	\$ 144,713.55	SLH Construction, LLC	2361 Mason Avenue	Daytona Beach	11/22/24	FHCP	Inactive
1817	Magnolia Gardens	02/01/24	\$ 12,772.41	Magnolia Gardens	1031 4th Street	Daytona Beach	04/12/24		Inactive
1818	Brown & Brown Hallway Lighting	03/01/24	\$ 5,134.13	Brown & Brown Insurance Co.	300 North Beach Street	Daytona Beach	06/18/24		Inactive
1819	FHC Orange City Dental	03/01/24	\$ 1,692.38	SLH Construction, LLC	2777 Enterprise Rd	Orange City	06/24/24		Inactive
1820	Marshall Optical	03/01/24	\$ 131,035.64	Marshall Optical	9 Sunshine Blvd., Bldg. A	Ormond Beach	08/01/24		Inactive
1821	HHMC South CEP 100hp CWP	03/01/24	\$ 8,250.87	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	06/03/24	HHMC	Inactive
1823	HHMC CT1 Renovations	03/01/24	\$ 134,182.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	03/17/25	HHMC	Inactive
1826	Orange City Poker Room	03/01/24	\$ 227,900.00	Portiere Services	822-4 Saxon Blvd.	Orange City	12/23/24		Inactive
1827	HHMC Site Fixture Replacement	03/01/24	\$ 28,820.40	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	08/07/24	HHMC	Inactive
1828	Spruce Creek HS-Replace 7 RTUs	03/01/24	\$ 130,000.00	COR3 Mechanical	801 Taylor Road	Port Orange	05/12/25	Volusia Co School Board	Inactive
1829	Mainland HS Chiller Upgrade	03/01/24	\$ 174,280.00	COR3 Mechanical	1255 W. Internat'l Spdwy Blvd.	Daytona Beach	06/04/25	Volusia Co School Board	Inactive
1830	Flagler Co Sheriff Exhaust Fan	03/01/24	\$ 5,184.11	Ajax Building Corporation	1769 E. Moody Blvd.	Bunnell	05/20/24	Flagler County	Inactive
1833	HHMC Lohman Bld Hyperbar Chamb	03/01/24	\$ 78,083.62	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	03/10/25	HHMC	Inactive
1834	Rayhaven Group Work Stations	03/01/24	\$ 15,055.00	Rayhaven Group	955 Charles Street, Unit 109	Longwood	05/03/24		Inactive
1835	MOAS Planetarium Lobby Renov	03/01/24	\$ 20,950.00	Museum of Arts & Sciences	352 S. Nova Road	Daytona Beach	09/16/24		Inactive
1836	Adv Health Fish Emerg Por Coc	03/01/24	\$ 14,900.00	AdventHealth FISH (Bus. Unit)	1055 Saxon Blvd.	Orange City	09/12/24	Advent Health	Inactive
1837	Devon Self Storage Build Out	03/01/24	\$ 985,020.00	RAM General Contracting	1340 Ridgewood Ave.	Holly Hill	04/14/25		Inactive
1838	Deltona High School - Bldg 12	06/01/24	\$ 7,447.06	A.M. Weigel Construction, Inc.	100 Wolf Pack Run	Deltona	08/12/24	Volusia Co School Board	Inactive
1839	Happy Company Surf & Coffee	04/01/24	\$ 30,463.00	PDL Construction Inc.	1210 Ocean Shore Blvd.	Ormond Beach	12/02/24		Inactive
1840	HHMC Deltona Waiting Room	04/01/24	\$ 7,792.29	Rush Construction, Inc.	3300 E. Halifax Crossing Blvd.	Deltona	08/19/24	HHMC	Inactive
1841	Adv Health Fish Outpat Por Coc	04/01/24	\$ 19,900.00	AdventHealth FISH (Bus. Unit)	1055 Saxon Blvd.	Orange City	10/22/24	Advent Health	Inactive
1842	Port Ornge Police Station HVAC	05/01/24	\$ 46,538.00	Culver Construction	4545 S. Clyde Morris Blvd.	Port Orange	06/10/25	City of Port Orange	Inactive
1843	AH Daytona Demand Meter	05/01/24	\$ 15,961.00	M & O Daytona MOB 1 LLC	103 Memorial Medical Pkwy.	Daytona Beach	04/14/25		Inactive
1844	FHC Daytona Infusion	05/01/24	\$ 26,040.43	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	10/21/24		Inactive
1845	FHC Daytona Waiting Room	05/01/24	\$ 34,173.97	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	03/19/25		Inactive
1846	ISB Beach Access	05/01/24	\$ 168,385.00	Culver Construction	International Speedway Blvd.	Daytona Beach	05/16/25	City of Daytona Beach	Inactive
1849	Brown & Brown 2nd-4th flr Reno	05/01/24	\$ 85,785.00	Bomar Construction, Inc.	300 N. Beach Street	Daytona Beach	10/18/24		Inactive
1851	AH NSB Cancer Infusion Center	05/01/24	\$ 6,697.00	Robins and Morton Group	401 Palmetto Street	New Smyrna Beach	11/05/24	SE Volusia Hospital Dist	Inactive
1853	Ormond Bch Perform Arts Redo	05/01/24	\$ 181,187.00	Bomar Construction, Inc.	399 US 1	Ormond Beach	12/19/24		Inactive
1854	Brown's Museum Docking Station	05/01/24	\$ 12,195.45	Museum of Arts & Sciences	352 S. Nova Road	Daytona Beach	08/26/24	Museum of Arts & Sciences	Inactive
1855	HHMC Chiller Feed Fire Damage	05/01/24	\$ 108,605.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	08/30/24	HHMC	Inactive
1857	Radiology Associates Port Orng	05/01/24	\$ 16,781.86	East Cent Fla Outpatient Imag	1195 Dunlawton Ave.	Port Orange	07/22/24	Radiology Associates PO	Inactive
1858	Advent Health Chick Fil A	06/01/24	\$ 199,831.05	W.H. Bass, Inc.	550 E. Rollins Street	Orlando	04/01/25	Adventist Health System	Inactive
1860	DSC Tennis Court Lighting	06/01/24	\$ 12,300.00	Daytona State College	1200 W. Internat'l Spdwy Blvd	Daytona Beach	02/13/25		Inactive
1864	Spark by Hilton Fire Pump	07/01/24	\$ 11,380.00	Hilton	205 S. Atlantic Ave.	Ormond Beach	11/12/24		Inactive
1865	HHMC Bldg 201 Cooling Tower	07/01/24	\$ 26,937.00	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	04/21/25	HHMC	Inactive
1866	Destination Daytona	07/01/24	\$ 46,468.35	MOI Daytona Prop 2 LLC	270 Destination Daytona Lane	Ormond Beach	12/13/24	MOI Daytona Prop 2 LLC	Inactive
1867	Atlantic Coast Prof Ctr	07/01/24	\$ 18,900.00	Catalin Bratu	Suite 309	Port Orange	05/29/25	Atlantic Coast LLC	Inactive

1868	Hammock Dunes Lighting	08/01/24	\$ 135,774.00	Hammock Dunes Club	30 Avenue Royale	Palm Coast	12/19/24		Inactive
1871	DSC Lots B & C Lighting	08/01/24	\$ 18,705.00	Daytona State College	1200 W. Internat'l Spdwy Blvd	Daytona Beach	12/12/24	Daytona State College	Inactive
1872	Filutowski Pole Replacement	09/01/24	\$ 21,300.00	Filutowski Eye Inst. - Daytona	110 Yorktowne Drive	Daytona Beach	01/23/25	Yorktowne Drive LLC	Inactive
1873	HHMC Dispatch to Critical Pwr	11/01/24	\$ 11,165.60	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	03/10/25	HHMC	Inactive
1876	Atlantic Coast Prof Ctr	11/01/24	\$ 21,405.00	Advent Health	Suite 210	Port Orange	03/25/25	Atlantic Coast LLC	Inactive
1878	Encompass Rooftop Raceway Syst	12/01/24	\$ 11,156.96	Coastal Mechanical Services	1952 N. Williamson Blvd.	Daytona Beach	03/17/25	Encompass Health Rehab Ho	Inactive
1880	OCC West Tennis Court Conduit	12/01/24	\$ 4,400.00	Oceanside Country Club	75 N. Halifax Drive	Ormond Beach	02/04/25		Inactive
1882	Towers 14	12/01/24	\$ 45,590.00	Dimucci Towers 14	3797 S. Atlantic Ave.	Daytona Beach Shores	08/25/25		Inactive
1883	Port Orange MRI Lighting	01/01/25	\$ 17,581.00	East Cent Fla Outpatient Imag	1195 Dunlawton Ave.	Port Orange	06/25/25	Radiology Associates	Inactive
1890	Dolphin Cove Street Lighting	03/01/25	\$ 26,128.00	Dolphin Cove Condo Assoc., Inc	Quay Assisi Court	New Smyrna Beach	05/22/25	Dolphin Cove Condo Assoc.	Inactive
1892	St. Augustine MRI Lighting	04/01/25	\$ 19,900.00	East Cent Fla Outpatient Imag	190 Southpark Blvd., Suite 101	St. Augustine	07/23/25	East Central Fla Imaging	Inactive
1897	Destination Daytona	04/01/25	\$ 28,270.00	MOI Daytona Prop 2 LLC	1637 N. US Hwy. 1	Ormond Beach	07/24/25	MOI Daytona Prop 2 LLC	Inactive



September 16, 2025

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

Email: sjuengst@hollyhillfl.org
Hard Copy Mailed Only on Request

**RE: US1 UNDERGROUNDING – ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01**

Dear Mr. Juengst,

The City received one (1) bid on the above-mentioned project on September 15, 2025, from Carter Electric Co., Inc. (Carter) of Daytona Beach totaling \$597,993.50. See attached bid tabulation. Carter's bid is less than our estimated construction cost and is in line with other recent electrical service conversion bids in the area.

We have reviewed Carter's bid documents and found them accurate and complete, except for the submission of Section 00 08 00A form. As that form is only an acknowledgement of the City's insurance requirements and Carter will have to provide proof of such insurance prior to the contract execution, we suggest the City consider this a minor irregularity.

Carter's State Contractor's license is in good standing with no active complaints. The City and our firm have experience with Carter on past successful projects of similar scope and scale, including the previous two phases of the City's US1 Undergrounding projects. Therefore, we recommend that the City award this bid to Carter Electric Co., Inc. in the amount of \$597,993.50.

Do not hesitate to contact the office if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. King".

David King, PE
Vice President

DAK:bf

Attachment: Bid Tabulation

cc: Josef Grusauskas – City of Holly Hill

CITY OF HOLLY HILL
US1 UNDERGROUNDING
ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01
BID TABULATION

				CARTER ELECTRIC CO., INC. Daytona Beach, FL	
Item	Description	Qty.	Unit	Unit Cost	Cost
A	Electrical Service Conversions				
1	1331 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 8,327.00	\$ 8,327.00
2	1335 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 7,181.00	\$ 7,181.00
3	1341 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 13,725.00	\$ 13,725.00
4	1349 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 11,995.00	\$ 11,995.00
5	1369 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 14,375.00	\$ 14,375.00
6	1400 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 18,850.00	\$ 18,850.00
7	1410 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 8,457.00	\$ 8,457.00
8	1415 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 15,627.00	\$ 15,627.00
9	1422 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 9,741.00	\$ 9,741.00
10	1424 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 8,139.00	\$ 8,139.00
11	1500 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 24,108.00	\$ 24,108.00
12	1510 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	1	LS	\$ 23,615.00	\$ 23,615.00
13	1515 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 34,240.00	\$ 34,240.00
14	1518 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 7,877.00	\$ 7,877.00
15	1533 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 5,846.00	\$ 5,846.00
16	1543 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 20,074.00	\$ 20,074.00
17	Flomich Traffic Signal	1	LS	\$ 5,828.00	\$ 5,828.00
18	1630 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 13,441.00	\$ 13,441.00
19	1660 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 7,158.00	\$ 7,158.00
20	1660 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 15,825.00	\$ 15,825.00
21	1668/1670 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 30,221.00	\$ 30,221.00
22	1674 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 35,994.00	\$ 35,994.00
23	1678 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 24,886.00	\$ 24,886.00
24	1680 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 17,018.00	\$ 17,018.00
25	1684 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 11,809.00	\$ 11,809.00
26	1688 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 9,431.00	\$ 9,431.00
27	1688 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 12,072.00	\$ 12,072.00
28	1688 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 10,248.00	\$ 10,248.00
29	1700 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 18,578.00	\$ 18,578.00
30	1701 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	1	LS	\$ 10,869.00	\$ 10,869.00
31	1722 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	1	LS	\$ 18,381.00	\$ 18,381.00
32	1808 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 15,427.00	\$ 15,427.00
33	Calle Grande Traffic Signal	1	LS	\$ 5,332.00	\$ 5,332.00
34	1850 Ridgewood Ave., Holly Hill, FL 32117	1	LS	NWR	
	315 El Pino not on bid form but shown on drawing	1	LS	\$ 18,010.00	\$ 18,010.00
	1721 Ridgewood not on the drawing or bid form	1	LS	\$ 13,847.00	\$ 13,847.00
B	Additional/Deleted Work				
1	2" Sch 40 Conduit	200	LF	\$ 31.52	\$ 6,304.00
2	3" Sch 40 Conduit	200	LF	\$ 35.76	\$ 7,152.00
3	4" Sch 40 Conduit	200	LF	\$ 41.46	\$ 8,292.00
4	6" Thick Concrete Repair	200	SF	\$ 14.01	\$ 2,802.00
5	4" Thick Concrete Repair	200	SF	\$ 8.76	\$ 1,752.00
6	Asphalt Pavement Repair	200	SF	\$ 11.68	\$ 2,336.00
7	Sodded Area Repair	200	SF	\$ 1.46	\$ 292.00
C	Miscellaneous				
1	Soil and Erosion Control	1	LS	\$ 10,346.00	\$ 10,346.00
2	Rock Excavation	50	CY	\$ 40.87	\$ 2,043.50
3	Bulk Concrete	50	CY	\$ 78.91	\$ 3,945.50
4	Unsuitable Material Excavation	50	CY	\$ 41.23	\$ 2,061.50
5	Preconstruction Video	1	LS	\$ 2,500.00	\$ 2,500.00
7	Traffic Control	1	LS	\$ 12,265.00	\$ 12,265.00
8	Layout/As-builts	1	LS	\$ 9,350.00	\$ 9,350.00
TOTAL					\$ 597,993.50

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: Proclamation - Volusia Young Marines - National Red Ribbon Week

Summary:

Recommended Action:

Budget:

Attachments:

1. Proclamation - Volusia Young Marines - National Red Ribbon Week - October 2025



PROCLAMATION

**BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
PROCLAIMING OCTOBER 23-31 AS NATIONAL RED RIBBON WEEK
IN THE CITY OF HOLLY HILL, FLORIDA**

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim October 23-31, 2025 as:

NATIONAL RED RIBBON WEEK

in the City of Holly Hill and urge all residents and businesses to join us in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 14th day of October, 2025.

City of Holly Hill, Florida

John Penny, Mayor

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: Proclamation - Domestic Violence Month - October 2025

Summary:

Recommended Action:

Budget:

Attachments:

1. Proclamation - Domestic Violence Awareness Month - October 2025



PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING OCTOBER 2025 AS
“DOMESTIC VIOLENCE AWARENESS MONTH”
IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, the Domestic Abuse Council of Volusia County also known as the DAC is the only certified domestic abuse organization in the county; and has been a steadfast advocate for individuals and families affected by domestic violence, providing essential resources, support, and education to help break the cycle of abuse since 1976; and

WHEREAS, domestic violence affects individuals of all races, ages, genders, and socioeconomic backgrounds, and continues to be a serious public health and safety issue, not only harming the victims but also affecting the entire community; and

WHEREAS, in Florida, the rate of reported domestic violence offenses is significant, and for Volusia County, this represents a serious burden highlighting the need for increased awareness and services as it ranks 4th in the State in incidents; and

WHEREAS, the Domestic Abuse Council of Volusia County is committed to offering safe shelter for survivors and works in partnership with Volusia County social services, the Volusia Sheriff’s Office, municipal law enforcement agencies, and advocates to prevent violence and promote healthy relationships throughout the county; and

WHEREAS, it is critical that we, as a community, join together in the fight against domestic violence committing to raise awareness, educate others, and support those who are suffering in silence; and

WHEREAS, we acknowledge the resilience and courage of survivors of domestic violence and stand in solidarity with them, pledging our collective efforts to reduce and ultimately eliminate domestic abuse in Volusia County; and

WHEREAS, the work of the Domestic Abuse Council is made possible through the commitment of volunteers, community partners, law enforcement agencies, and countless others whose combined efforts create a stronger, safer Volusia County for all.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim October as ***“DOMESTIC VIOLENCE AWARENESS MONTH”*** in the City of Holly Hill and Volusia County, and encourage all citizens to join together in supporting survivors of domestic violence, recognizing the invaluable work of the Domestic Abuse Council, and committing to making our community free from abuse. Let us stand united in the pursuit of justice, healing, and prevention of domestic violence in all its forms so that all families in Volusia County can live safely at home.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 14th day of October, 2025.

City of Holly Hill, Florida

John Penny, Mayor

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: Minutes - September 16, 2025, Workshop - Evaluation Appraisal Review (EAR)

Summary:

Recommended Action:

Budget:

Attachments:

1. Minutes - September 16, 2025 - EAR Workshop



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 16, 2025

Large Conference Room

Work Session

2:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. EAR (EVALUATION AND APPRAISAL REVIEW) AMENDMENTS

1.

EAR (Evaluation and Appraisal Review) Amendments

(Requested by Valerie Manning, City Clerk)

Brian Walker, City Planner/Assistant City Manager went through his staff report pertaining to the Evaluation and Appraisal Review (EAR). Mr. Walker mentioned that the purpose of the workshop is to inform the Mayor and Commissioners is to consider changes and updates to our Comprehensive Plan prior to sending them to the State. *(A copy of this workshop in its entirety is available on CD upon the request at the City Clerk's Office or available on the city's YouTube channel)*

SUMMARY OF CHANGES TO THE 2010 COMPREHENSIVE PLAN

BACKGROUND

Pursuant to Section 163.3191(1), Florida Statutes, at least once every seven (7) years, local governments are required to evaluate and appraise their land use comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan and notify the state land planning agency as to its determination.

On August 29, 2024, the City of Holly Hill notified the state land planning agency, the Florida Department of Commerce (FDC), that the City intends to transmit the appropriate amendments in accordance with Sec. 163.3191(2), Florida Statutes.

City staff has completed review of the City of Holly Hill Comprehensive Plan relative to changes in state law since the adoption of the most recent Evaluation and Appraisal Report comprehensive plan amendments. Ordinance 2025-XXX, if adopted, amends the 2010 Comprehensive Plan by making the following changes (Exhibit A).

Overall - The comprehensive plan planning horizon has been extended to the year 2045.

1. Chapter 1 - Future Land Use Element: (a) Minor Housecleaning text amendments, including, but not limited to, references to the new planning horizon, eliminating outdated language and code references, minor updates to language and terms, (b) Policy 1.1.2: Future Land Use categories have been updated to provide more detail about is permitted in each category, Floor Area Ratios have been added to residential designations that allow business uses by special exception, Mixed Use 2 and Mixed Use 3 have been consolidated into one category called General Mixed Use, (c) Objective 1.4 and related policies regarding the preservation of Hardwood Hammock vegetation on city owned property and properties of 10 acres or more have been eliminated, (d) In Policy 2.1.1, the specific reference to developing in accordance with the Concurrency Management System has been eliminated, (e) Policies 3.2.5, 3.2.6, 3.2.7, 3.2.8, concerning historic landmarks and preservation have been eliminated, (f) The inventory of existing land uses has been eliminated since that information is provided in updated charts, (g) all maps and charts have been updated and moved.
2. Chapter 2 - Transportation Circulation Element: (a) Minor updates to terms and dates as well as a new page describing why the Transportation Element is important has been added. (b) Policy 1.1.4 regarding coordinating with the Volusia Flagler Transportation Organization and the City of Ormond Beach to designate Riverside Drive as a “Constrained Facility” has been eliminated. (c) Policy 1.1.6 regarding analyzing the pros and cons of designating the city as a Transportation Exemption Concurrency Area has been added. (d) Policy 1.9.7 requiring that be measured from the existing right-of-way line has been eliminated. (e) all maps and charts have been updated and moved.
3. Chapter 3 - Housing Element: (a) Minor updates to terms, (b) New pages have been added providing information regarding why the Housing Element is important and an analysis of the city’s housing stock have been added. (c) Policy 1.1.6 has been added regarding identifying historically significant housing and other housing for purposes of conservation, replacement, rehabilitation and adaptive reuse has been added. (d) Objective 1.2 has new language added. (e) Policy 1.2.1 regarding identifying substandard housing along with housing that may be in need of structural and aesthetic improvements has been added. (f) Policy 1.9.3 has been eliminated. - **THIS POLICY WILL BE KEPT IN THE EAR AFTER DISCUSSING WITH THE CITY COMMISSION.**
4. Chapter 4 - (a) New pages have been added providing information regarding why the **Housing UTILITIES** Element is important. (b) Minor updates to dates and terms.
5. Chapter 5 - (a) New pages have been added providing information regarding why the Coastal Management/ Conservation Element is important. (b) Policy 1.4.1 has been eliminated. (b) Objective 1.8 has been reworded. (c) Goal 3 update has been included in this update. (d) all maps and charts have been updated and moved.
6. Chapter 6 - Recreation and Open Space: - (a) Minor updates to terms and dates, (b) New pages have been added providing information regarding why the Recreation and Open Space Element is important and an analysis of the city’s parks have been added. (c) Policy 1.2.2 regarding continued maintenance of existing park and recreation facilities has been added. (d) Policies 1.6.3, 1.6.4 and 1.6.5 have had portions removed. (e) Policy 1.7.2 has been removed. (f) The Save Our Rivers Programs has been removed from 2.1.1 because it a state-funded initiative that uses the Water Management Lands Trust Fund to acquire environmentally sensitive lands for water resource management and protection which is not something that the city is likely to participate in.

7. Chapter 7 - Intergovernmental Coordination Element: - (a) Minor updates to terms. (b) New pages have been added providing information regarding why the Intergovernmental Coordination Element have been added. (c) Policy 1.1.5 has been eliminated because the VCOG no longer exist and the city now encourages the efforts of the Volusia Flagler Transportation Planning Organization. (d) Policy 1.2.3 has been eliminated. (e) Policy 2.1.5 has been eliminated.

8. Chapter 8 - Capital Improvements Element: - (a) Minor updates to terms and new pages have been added providing information regarding why the Capital Improvements Element is important. (b) Capital Improvements 5 Year Schedule for the city and School have been updated. (c) Policy 1.4.3 has been added **(Section underneath should not have been stricken and will be added back in.)** (e) Goal 2 has been eliminated since these items are handled by the School Board.

9. Chapter 9 - Public School Facilities Element: - (a) New pages have been added providing information regarding why the Public-School Facilities Element is important have been added. (b) Minor updates to terms. (c) Policies 2.1.3 and parts of 2.1.4 have been eliminated.

10. Chapter 10 - Property Rights Element: - (a) No Changes.

In accordance with Section 163.3191(2), Florida Statutes, the City is transmitting the plan amendments to the FDC and other state review agencies for a State Coordinated Review per Sec. 163.3184(4), Florida Statutes. Per Volusia Growth Management Commission (VGMC) Rules, the amendments will also be transmitted for VGMC review.

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



3. ADJOURNMENT

The workshop adjourned at approximately 4:40 PM.

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: Minutes - September 23, 2025 - Regular City Commission & Second PH on FY25-26 Budget

Summary:

Recommended Action:

Budget:

Attachments:

1. Minutes - September 23, 2025 - Regular CC & Second PH on FY25-26 Budget meeting
2. FORM 8B - Mayor John Penny - Sept. 23 CC meeting



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 23, 2025

City Commission Chamber Second 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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Debra Snow

Commissioner Snow shared a presentation and speech for it being Rosh Hashanah and led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

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

1. -2025-R-70 Resolution

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 2025-2026; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Attorney Simpson read the Resolution in its entirety for the record:

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 2025-2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 8, 2025, adopted a Fiscal year 2025-2026 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

23, 2025, adopted a Fiscal year 2025-2026 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 \$1,041,771,537.

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

SECTION 1. The FY2025-2026 final operating millage is 5.8 mills, which is greater than the rolled-back rate of 5.4981 mills by 5.49%

SECTION 2. The Final Public Hearing was held on September 23, 2025 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.

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

2025-R-70

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 2025-2026; 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 2025-2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 8, 2025, adopted a Fiscal year 2025-2026 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 23, 2025, adopted a Fiscal year 2025-2026 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 \$1,041,771,537.

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

SECTION 1. The FY 2025-2026 final operating millage is 5.8 mills, which is greater than the rolled-back rate of 5.4981 mills by 5.49%

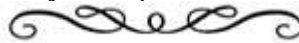
SECTION 2. The Final Public Hearing was held on September 23, 2025 at 6:00pm.

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 23th day of SEPTEMBER, 2025 for final reading.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



2. -2025-R-71 Resolution

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 2025-2026; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Mayor Penny opened public participation. No one spoke.

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

**RESOLUTION
2025-R-71**

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 2025-2026; 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 2025 - 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 08, 2025, 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 23, 2025, 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 2025-2026.

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 23th day of SEPTEMBER, 2025 for final reading.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



3. PRESENTATIONS

1.

Early Learning Coalition of Flagler & Volusia - "Born Learning Trail" at Sunrise Park
(Requested by Valerie Manning, City Clerk)

RESULT:	NO VOTE NEEDED
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2.

Hispanic Heritage Month

(Requested by Valerie Manning, City Clerk)

RESULT:	NO VOTE NEEDED
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**4. PUBLIC COMMENTS**

The following individuals spoke to the Mayor and City Commissioners:

Christian George, Holly Hill; Jim Legary, Holly Hill.

5. APPROVAL OF MINUTES

1.

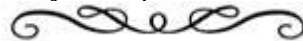
Minutes - September 8, 2025, Regular City Commission & First Public Hearing on Budget FY25-26

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 23rd day of September, 2025, in Holly Hill

**6. CONSENT AGENDA - ITEMS (1 - 10)**

Mayor Penny asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion.

Gilles Blais, Holly Hill stated he would like to speak on Consent Agenda Items No. 2 and 3.

Mayor Penny stated he would like to pull **Consent Agenda Item No. 9, Package Insurance Policy Renewal for FY2026**. He will be recusing himself from voting due to a conflict of interest with Brown & Brown because he has a brother who works for the company. (Mayor Penny has filed FORM 8B, Memorandum of Voting Conflict for County, Municipal, and

Other Local Public Officers with the City Clerk. That form will be attached to these minutes as part of the record).

Mayor Penny opened public participation.

Gilles Blais, Holly Hill spoke on **Resolution 2025-R-73, A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A FINE FOR VIOLATING ORDINANCE 2025-O-3090 PROHIBITING SMOKING AND VAPING IN CITY PARKS** and **Resolution 2025-R-74, A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A FINE FOR VIOLATING ORDINANCE 2025-O-3091 PROHIBITING ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED VEHICLES FROM SIDEWALKS.**

Liz Palma, Holly Hill spoke on Resolution 2025-R-74.

Mayor Penny closed public participation.

1. -2025-R-72 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Providing for the City of Holly Hill to Become a Member of the American Flood Coalition (AFC); Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

**RESOLUTION
2025-R-72**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE CITY OF HOLLY HILL TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION (AFC); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE CITY OF HOLLY HILL TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION (AFC); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 of spent on disaster prevention saves up to \$7 in recovery costs; and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in

and protect our coastal communities; and

WHEREAS, the American Flood Coalition is a no-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance the city's resilience effort; and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions; and

WHEREAS, joining the American Flood Coalition will aid the city's efforts to protect against flooding without requiring any financial support or dues from the City Commission; and

WHEREAS, the City Commission finds that joining the American Flood Coalition will promote the welfare of Holly Hill residents and ensure the prosperity of the city's economy by accelerating solutions to sea level rise and flooding.

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

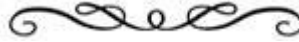
SECTION 1. The City Commission joining the American Flood Coalition will aid the city's efforts to protect against flooding without requiring any financial support or dues from the City Commission.

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 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



2. -2025-R-73 Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Fine for Violating Ordinance 2025-O-3090 PROHIBITING SMOKING AND VAPING IN CITY PARKS; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

RESOLUTION**2025-R-73**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A FINE FOR VIOLATING ORDINANCE 2025-O-3090 PROHIBITING SMOKING AND VAPING IN CITY PARKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A FINE FOR VIOLATING ORDINANCE 2025-O-3090 PROHIBITING SMOKING AND VAPING IN CITY PARKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission adopted Ordinance 2025-O-3090, prohibiting smoking and vaping in city parks; and

WHEREAS, The success of this Ordinance depends on the consideration and cooperation of both tobacco users and non-users; and

WHEREAS, Individuals initially acting in violation of this policy will be reminded and asked to comply; and

WHEREAS, Individuals who refuse to comply with requests to comply may be subject to a fine in the amount of \$50.00 asked to leave the park and may be subject to a trespass warning pursuant to Section 810.209 (2)(a) Florida Statutes.

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

SECTION 1. The approved fine for violating Ordinance 2025-O-3090 is \$50.00.

SECTION 2. 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 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



3. -2025-R-74 Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Fine for Violating Ordinance 2025-O-3091 PROHIBITING ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED VEHICLES FROM SIDEWALKS; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

RESOLUTION

2025-R-74

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A FINE FOR VIOLATING ORDINANCE 2025-O-3091 PROHIBITING ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED VEHICLES FROM SIDEWALKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A FINE FOR VIOLATING ORDINANCE 2025-O-3091 PROHIBITING ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED VEHICLES FROM SIDEWALKS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission adopted Ordinance 2025-O-30901, prohibiting electric bikes, mobility devices and motorized vehicles from sidewalks; and

WHEREAS, The success of this Ordinance depends on the consideration and cooperation of both those who use these devices and those who do not; and

WHEREAS, Individuals initially acting in violation of this policy will be reminded and asked to comply; and

WHEREAS, Individuals who refuse to comply with requests to comply may be subject to a fine in the amount of \$50.00 per occurrence.

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

SECTION 1. The approved fine for violating Ordinance 2025-O-3091 is \$50.00 per occurrence.

SECTION 2. 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 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



4. -2025-R-75 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider, Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

**RESOLUTION
2025-R-75**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTEWATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater

Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc., are considered sole source as permitted under Section F-2.25 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed \$53,700.00; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples. Therefore, the services provided and considered sole source as allowed under Section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

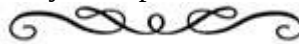
SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed \$53,700.00.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



5. -2025-R-76 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2025-2026 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.

(Requested by Michele Moore, Finance)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

RESOLUTION**2025-R-76**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2025-2026 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.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2025-2026 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.

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

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, The City Purchasing Administrator advertised the products for purchase pursuant to Florida Statute 287.057(5)(c), for a period of fifteen (15) business days. and

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2025-2026 supply of water and wastewater treatment chemicals for the Public Works Department.

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 price agreements for the purchase of the Fiscal Year 2025-26 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 the 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



6. -2025-R-77 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of Fiscal Year 2025-2026 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department by Waiving Formal Bidding Requirements; Approving the Use of Existing Piggyback Contracts; and Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

RESOLUTION

2025-R-77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF FISCAL YEAR 2025-2026 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT BY WAIVING FORMAL BIDDING REQUIREMENTS; APPROVING THE USE OF EXISTING PIGGYBACK CONTRACTS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR FISCAL YEAR 2025-2026 FOR THE PUBLIC WORKS DEPARTMENT; WAIVING FORMAL BIDDING; APPROVING THE USE OF EXISTING PIGGYBACK CONTRACTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL 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 has identified a competitively bid contract for the purchase of carbon dioxide with the City of Ocala, and a similar contract for high calcium quicklime with the City of Edgewater; and

WHEREAS, only three companies in Florida are 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, authorizes the piggybacking of competitively procured contracts as a form of intergovernmental cooperative purchasing, allowing public agencies to utilize contracts entered into by other governmental entities in order to achieve cost savings and administrative efficiency; and

WHEREAS, the City Commission finds that waiving the formal bidding process and approving the use of existing piggyback contracts is in the best interest of the City and supports the efficient and cost-effective procurement of necessary treatment chemicals; and

WHEREAS, the City Commission approves the price agreements for the purchase of water and wastewater treatment chemicals for Fiscal Year 2025-2026 for the Public Works Department.

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

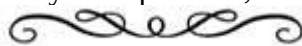
SECTION 1. That the City Commission does hereby approve the piggybacking of contracts for the purchase of carbon dioxide and high calcium quicklime. The City Commission also waives the formal bidding process for the purchase of liquid chlorine and liquid sulfur dioxide and awards the contract to Allied Universal Corporation. The City Commission hereby approves all price agreements for the purchase of the Fiscal Year 2025-26 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 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



7. -2025-R-78 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Fee Schedule for the Fiscal Year 2025-2026; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

RESOLUTION

2025-R-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR THE FISCAL YEAR 2025-2026; 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 2025-2026.

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 September 9, 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 2025-2026 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:

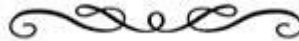
1. The FY 2025-2026 Proposed City Wide Fee Schedule (Attachment "A" as amended).

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2025-2026 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.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2025-2026 Proposed City Wide Fee Schedule (Attachment "A") become effective on October 1, 2025.

APPROVED AND AUTHENTICATED on this 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



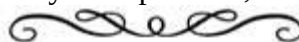
8. -DOC-2025-7

Uncollectible Utility and Miscellaneous Account Adjustments

(Requested by Michele Moore, Finance)

RESULT:	APPROVED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

Enacted and approved this 23rd day of September, 2025, in Holly Hill



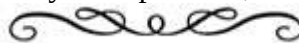
9.

Package Insurance Policy Renewal for FY2026

(Requested by Michele Moore, Finance)

RESULT:	APPROVED [3 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Snow, Currie, Johnson
NAYS:	DeLanoy
ABSTAIN:	Penny

Enacted and approved this 23rd day of September, 2025, in Holly Hill



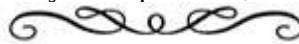
10.

Halifax Humane Society Contract Renewal - FY26

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

RESULT:	APPROVED [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

Enacted and approved this 23rd day of September, 2025, in Holly Hill



7. REGULAR AGENDA

1. -2025-R-79 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Wastewater Facility Plan for Incorporation into the City's SRF- SAHFI Grant Application as Prepared by Mead & Hunt; Providing for Severability; and Providing an Effective Date.

(Requested by Josef Grusauskas, Public Works)

Tanner Rachal, PE - Project Engineer - Water/Wastewater from Mead & Hunt, Inc., went through the PowerPoint presentation for the SAHFI Facility Plans - Resolutions 2025-R-79 and 2025-R-80. This presentation was for both Resolutions.

Mayor Penny opened public participation.

Jim Legary, Holly Hill.

Mayor Penny closed public participation.

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

RESOLUTION**2025-R-79**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A WASTEWATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SRF- SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A WASTEWATER 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 wastewater facilities; and Florida Administrative Code requires the formal authorization by City Council to formally adopt a facility plan outlining necessary \$9,3000,000.00 facility improvements to comply with State of Florida funding requirements; and

WHEREAS, The City has placed a legal advertisement providing the public notice in the local newspaper of the plan hearing, adequate time to review the plan and provide public input into the plan at August 23, 2025 Commission Meeting; 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 Wastewater 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.

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.

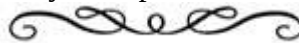
SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

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 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



2. **-2025-R-80 Resolution**

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

(Requested by Josef Grusauskas, Public Works)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION**2025-R-80****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**

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 wastewater facilities; and Florida Administrative Code requires the formal authorization by City Council to formally adopt a facility plan outlining necessary \$11,250,000.00 facility improvements to comply with State of Florida funding requirements; and

WHEREAS, The City has placed a legal advertisement providing the public notice in the local newspaper of the plan hearing, adequate time to review the plan and provide public input into the plan at August 23, 2025 Commission Meeting; 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.

WHEREAS, The City has placed a legal advertisement providing the public notice in the local newspaper of the plan hearing, adequate time to review the plan and provide public input into the plan at the September 23, 2025 regular City Commission meeting.

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 (100%) principal forgiveness. There will be no revenues pledged for the repayment of this loan.

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.

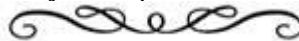
SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

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 this 23rd day of SEPTEMBER, 2025.

Enacted and approved this 23rd day of September, 2025, in Holly Hill



8. PUBLIC HEARINGS

1.

817 Center Avenue - Special Exception Request

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

Joshua Steele, Senior Planner went through his staff report for the Mayor and Commissioners. The applicant is seeking special exception approval to allow a Type B Service Station on a parcel in the B-5 zoning district. The subject property is located at 817 Center Avenue. A Type B Service Station means servicing of automotive vehicles, which includes the sale of fuel, lubricants and other products necessary to the operation of motor vehicles, including the sale and installation of accessories, tires and batteries, minor engine tune-ups, wheel

balancing and alignment and brake service, but not including other types of mechanical or body repair or the sale of motor vehicles. Mr. Steele mentioned that the applicant is applying to utilize the site as an auto service station, however, this use is only permitted as a special exception subject to the provisions of Section 114-682 (Exhibit A) of the Land Development Regulations of Holly Hill due to the use being abandoned more than 12 months, as per Sec. 82-349. The property, in the past, has been used as a service station. However, as per City Code (Sec. 82-349), if a use is “abandoned for 12 consecutive months from the date of rendition, it shall expire.” Therefore, the applicant is making a new application for an automobile service station. In order to approve the use of a TYPE B Service Station at the subject location, the City Commission must find that the site and conditions meet the requirements of Section 114-682, specific to service stations. Staff recommends conditional special exception approval to allow the above property to be utilized as a TYPE B Service Station with the following proposed conditions:

PROPOSED CONDITIONS:

The fenced-in storage area must be 100% opaque to block the view of any contents from the street.

Outdoor storage/staging of vehicles for more than 7 days is prohibited.

The hours of operation are to be limited to 8am-6pm.

Fuel stations are not proposed as part of this special exception.

The following work and activities are PROHIBITED:

The storage of tires and other vehicle parts

Auto body work

Sale of vehicles or vehicle parts except accessories, tires and batteries

Major engine repairs and or transmission work

Work on vehicles is limited to:

Sale and installation of accessories

Changing of tires and batteries

Wheel balancing and alignment

Brake services

Minor engine tune-ups and repairs meaning routine maintenance and small fixes that keep a vehicle running efficiently such as:

Oil changes and fluid top-ups

Routine inspections to ensure everything is functioning properly

Replacement of worn-out parts such as spark plugs, brake pads, and filters

Minor tune-ups like changing the distributor cap or spark plug

Addressing minor issues like flat tires

Mayor Penny opened public participation.

Gilles Blais, Holly Hill; Mike Cerbo, Holly Hill; Liz Palma, Holly Hill; Jim Legary, Holly Hill.

Danny Gagne, applicant for 817 Center Avenue, Special Exception.

Mayor Penny closed public participation.

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

Enacted and approved this 23rd day of September, 2025, in Holly Hill



2.

1539 Center Avenue Nuisance Abatement

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

Brian Walker, City Planner/Asst. City Manager went through his staff report with the Mayor and Commissioners, along with showing pictures of the house located at 1539 Center Avenue. Rickie Lee, Chief Building Official and Kyle Mahanes, Code Enforcement Officer were also present. The property has been found to be in violation of the codes listed in Exhibits A and B in the agenda packet. In the Fall of 2023, a Stop Work order was placed on the property at 1539 Center Avenue because an unlicensed contractor was working on the interior. A subsequent inspection of the property's interior found that there were multiple violations and that the structure was in non-compliance with the Florida Building Code, City ordinances and the International Property Maintenance Code. The property owner was issued a Notice of Violation (NOV) for the violations. There was no response to the NOV and the property was taken to the Special Master on October 27, 2023. The Special Master found the property to be in violation of the codes listed in the Magistrate Orders attached as Exhibit A. The Special Master gave the property owner 10 days to come into compliance after which time daily fines would begin to accrue. The property was not brought into compliance and the property continued to deteriorate. In January of 2024, after email communication between REI Property Management, Lewis Vigliotti (civil engineer) and city staff, failed to produce any meaningful progress with the property owner, a letter of condemnation was issued. In March of 2024, permits were submitted by Sanjay Kumar of New Edge Construction, but were denied due to their scope not including any of the unpermitted work done by previous contractors. Additionally, the permit application did not address all of the code violations, nor did they address the foundational issues. Another Notice of Violation was issued on 5/3/24 and a Notice to Appear was issued on 5/13/24. On May 24, 2024, the property was again taken to Special Master. The Special Master found that the property continued to be in violation of the codes listed in Exhibit B. He also granted permission for the City of Holly Hill to demolish the structure with a ruling of same from the City Commission as it was deemed a danger to public safety by the Chief Building Official. Mr. Walker mentioned that sample photographs of the property are attached in the agenda packet and document the appearance of the property. In the Spring of 2025, the contractor and owner had meetings with City staff to discuss the status of structure and violations. There were no solid answers from the owner as to addressing the current issues and the contractor did not move forward. Fines from 11/6/2023 to 8/31/2025 are \$50 per violation for 6 violations, and are accumulating at \$300 per day. The amount owed as of 9/23/25 is \$206,100. A Magistrate fine of \$500 is also owed. A title search was done for the property by the City Attorney, and all 5 interested parties listed in the title report were notified by staff of this meeting and its subject matter via certified mail, return receipt

requested. Given the long history of the homeowner's failure to correct all violations or demolish the structure, and given that this situation has continued to exist for an extended period of time despite repeated efforts by staff, liens, and orders of the Special Magistrate, staff request the following in accordance with Ordinance 3083:

1. That based on the evidence submitted, the Commission make a finding that a nuisance exists, and has been allowed to exist in violation of Section 3-200 (aka Sec. 26-61 and 26-62).
2. That the Commission give the homeowner no more than 30 days from the date of this meeting, to remove the nuisance based on Section 3-200, to the City's satisfaction in accordance with the Code.
3. That if the homeowner fails to remove the nuisance by October 23rd, 2025, the Commission authorize City employees, subcontractors, and/or agents, to enter the property and demolish the structure in accordance with Section 3-200, and to further authorize that all expenses incurred by the City for demolition be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem portion of the property tax bill.

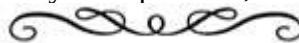
Jimmy Vann, LLC, the applicant for 1539 Center Avenue, spoke.

Mayor Penny opened public participation. No one spoke.

Commissioner Currie made a motion to give from now until October 3, 2025, if the City doesn't receive compliance, then the Commission gives permission to city staff to move forward with demolishing the property, i.e., immediately after or as soon as possible, or as soon as the contractor is available, placing it on the tax bill and Commissioner Currie would like staff to go ahead and begin the process of pricing, so the city is not delayed any longer, seconded by Commissioner Snow.

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

Enacted and approved this 23rd day of September, 2025, in Holly Hill



9. COMMUNICATIONS

A. City Manager Comments

Mr. Forte asked the Mayor and Commissioners if they would like to have a viewing stand for the Christmas parade. ***There was consensus that they did want to have one.***

B. City Attorney Comments

Attorney Simpson went over the new open gun law in Florida with the Mayor and City Commissioners.

C. Mayor's Comments

Mayor Penny reminded everyone that the Mayor's Golf Scramble was moved to October 4th at 8:00 AM.

D. District City Commission Comments

Commissioner Snow appreciated that we recognize other religions; enjoyed attending the Community Crime Stoppers dinner.

Commissioner Currie asked if staff was still keeping up with website pertaining to stormwater.

Mr. Forte mentioned yes and staff is still working on it, staff is getting there.

Commissioner Currie also suggested that it would be nice to recognize the employee in silent who notified Mr. Forte and Chief Williams about a threatening message posted on Facebook to shoot local government employees/City Officials over a dispute about proposed future property tax increases. Commissioner Currie thanked Mr. Forte and Chief Williams for acting so quickly on the matter.

Police Chief Williams spoke briefly about the threatening post on Facebook and the arrest of the individual. Chief Williams stressed that any type of threatening language or behavior toward anyone is a crime and will not be tolerated and this was unacceptable and was handled according to the law.

Commissioner DeLanoy agreed with Commissioner Currie and mentioned that there needs to be safer guidelines, upgrades to City Hall to keep their employees safe, perhaps bring the security level up at City Hall.

Commissioner Johnson reminded everyone about the upcoming Volusia League of Cities dinner on September 25th in Ormond Beach.

E. Mayor's Conclusion Comments

None.

10. ADJOURNMENT

The meeting adjourned at approximately 8:30 PM.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME PENNY JOHN OSCARD		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Holly Hill City Commission	
MAILING ADDRESS 119 7th St.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Holly Hill	COUNTY Volusia	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 09/23/25		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)



APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, JOHN PENNY, hereby disclose that on 09/23, 20 25:

(a) A measure came or will come before my agency which (check one or more)

☐ Inured to my special private gain or loss;

☐ Inured to the special gain or loss of my business associate, _____;

☒ Inured to the special gain or loss of my relative, J. Scott Penny;

☐ Inured to the special gain or loss of _____, by whom I am retained; or

☐ Inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

WE WERE SELECTING OUR INSURANCE AGENT, BROWN + BROWN AND MY BROTHER IS EMPLOYED BY THAT COMPANY

HOLLY HILL RECEIVED

SEP 25 2025

CITY CLERK DEPT.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

09/25/25
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: Minutes - September 23, 2025 - FEMA Workshop

Summary:

Recommended Action:

Budget:

Attachments:

1. Minutes - September 23, 2025 - FEMA Workshop



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 23, 2025

Large Conference Room

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **FEMA FIRST APPEAL RESPONSE - REPAIR OR REPLACEMENT OF ROSS POINT PIER**

1.

FEMA First Appeal Response - Repair & Replacement of the Ross Point Pier

(Requested by Valerie Manning, City Clerk)

Steve Juengst, Deputy Public Works Director mentioned that FEMA has denied the city's appeal for eligibility to have the Ross Point Pier covered as storm related damage. ***(A copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel).***

Mr. Juengst went over a recap of anticipated costs should the city opt to take on the repair/replacement of the Ross Point Pier.

6' Embedment of Pilings

This estimate is for returning the pier to pre-disaster condition, which calls for 6' embedment of the pilings. This is not recommended.

Construction: \$1,025,475

Engineering/Design/CEI @ 10%: \$102,547.50

Permitting, etc.: \$5,000

Total Cost: \$1,133,022.50

Full Embedment of Wooden Pilings

This estimate is to use the same materials and footprint of the pre-disaster pier, but include pilings that are driven to refusal. It is possible that if we win our appeal with FEMA, we can pay the difference for the upgrade ourselves, but still get reimbursement

for the 6' embedment quote.

Construction: \$1,092,355
Engineering/Design/CEI @ 10%: \$109,235.50
Permitting, etc.: \$5,000
Total Cost: \$1,206,590.50

Hardening of Pier
This option would be to model the Ross Point Pier after the Riverside Park Pier with concrete pilings to refusal, aluminum hardware and composite decking.

Construction: \$1,677,555.00
Engineering/Design/CEI @ 10%: \$167,755.50
Permitting, etc.: \$5,000
Total Cost: \$1,699,330.50

These options include the replacement of the boardwalk section. Although not destroyed by Hurricane Milton, the boardwalk is ready for replacement. We could reduce the cost by not replacing the boardwalk and/or not having the pier extend so far into the channel. Mr. Juengst stated the engineering/design estimates were provided by me at 10%, but may be less as particularly the last option is a pre-existing/designed structure through Gator Dock.

There was consensus from the Mayor and City Commissioners for staff to contact Army Corp Engineers, get bids on the deck and roof removal and then regroup with the Commission to see how it can be funded, possibly through ECHO grants.



4. **ADJOURNMENT**

The workshop adjourned at approximately 5:30 PM.

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Finance

Item Name: 2025-R-83 - Piggyback Truist Banking Services

Summary:

Recommended Action:

Budget:

Attachments:

1. Brevard County Signed Truist Banking Contract Amendment EXHIBIT 2
2. 2025 Piggyback of Brevard County for use by Holly Hill EXHIBIT 1

APPROVE AUTHORIZING A PIGGYBACK CONTRACT FOR BANKING SERVICES WITH TRUIST BANK BASED ON THE BREVARD COUNTY CONTRACT; AUTHORIZE THE CITY MANAGER TO EXECUTE BANKING SERVICES AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to enter into a like contract with Truist Bank under the same terms and conditions as the agreement entered into by Brevard County, Florida, Contract RFP # (1-23-01); and

WHEREAS, Chapter 287, Florida Statutes, grants authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing, enabling public purchasers to benefit from competitively procured pricing while reducing administrative time and costs; and

WHEREAS, the City has reviewed the terms and pricing of the Brevard County contract with Truist Bank (RFP #1-23-01) and determined that it is in the City's best interest to piggyback on said agreement; and

WHEREAS, Truist Bank has demonstrated a strong track record of providing high-quality financial services to municipal governments and is currently providing banking services under a contract with Brevard County, effective April 1, 2023, through March 31, 2028, with the option to extend for an additional five (5) years upon mutual agreement by both parties; and

WHEREAS, the City has determined that piggybacking on the Brevard County contract is the most economically advantageous method to procure these services; and

WHEREAS, the pricing provided by Truist Bank, as detailed in Proforma #506153, is consistent with the terms of the Brevard County contract and will result in minimal change to the City's current budget; and

WHEREAS, the City Commission now desires to authorize the execution of the agreement and delegate authority to the City Manager to execute and administer the agreement.

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

SECTION 1. AUTHORIZATION. The City Commission hereby authorizes the City Manager to execute the piggyback banking services agreement with Truist Bank based on the Brevard County contract (RFP #1-23-01).

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager and City staff are authorized to take all necessary administrative actions to implement the terms of this agreement.

SECTION 3. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 4. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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

**AMENDMENT TO
CONTRACT FOR BANKING SERVICES BETWEEN
TRUIST BANK AND
BREVARD COUNTY, FLORIDA**

THIS AMENDMENT TO CONTRACT FOR BANKING SERVICES ("Amendment") is entered into as of the date of last signature below, by and between the following Parties: **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **TRUIST BANK**, a business having its primary business location at 333 S. Garland Avenue, Orlando, FL 32801 (hereinafter the "CONTRACTOR").

WHEREAS, the County issued Request for Proposals (RFP) #1-23-01 seeking a qualified contractor to provide Banking Services; and

WHEREAS, CONTRACTOR submitted a response to the solicitation for such services; and

WHEREAS, CONTRACTOR's response was reviewed by the COUNTY and was determined to be a responsive and responsible response and was deemed to be the most qualified submission, and the Parties therefore entered into that certain Contract for Banking Services dated January 19, 2023 (the "Contract"); and

WHEREAS, the Parties now desire to amend the Contract to clarify the effect of references to CONTRACTOR'S "standard banking agreements" in the Exceptions and Clarifications section of CONTRACTOR'S Proposal (Exhibit A to the Contract and incorporated by reference at Section 5.0 thereof).

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

1.0 RECITALS AND DEFINITIONS: The above recitals are true and correct and are incorporated by this reference. Capitalized terms in this Amendment and not otherwise defined have the meaning established in the Contract.

2.0 ENTIRE AGREEMENT; MODIFICATION: The Contract is hereby amended by restating Section 19.0 (Entire Agreement, Modification) to read as follows:

19.0 ENTIRE AGREEMENT, MODIFICATION:

a. This Contract, including exhibits, riders, and/or addenda, sets forth the entire agreement and understanding between the Parties. This Contract supersedes all prior agreements and negotiations respecting such matter. This Contract shall not be modified or altered unless done so in writing by both parties and signed by each party's respective authorized representative.

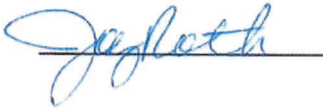
b. For the avoidance of doubt, the "standard banking agreements" referenced in the Proposal consist of CONTRACTOR'S Treasury Terms and Conditions and CONTRACTOR'S Commercial Bank Services Agreement (collectively, the "Banking Agreements"). The Banking Agreements are attached hereto as Exhibit B, and incorporated herein by this reference, as if fully set forth herein.

c. Wherever possible the provisions of the various components of this Contract will be construed to avoid conflicts between the provisions of such components. Where there is a clear conflict, the body of this Contract, exclusive of the exhibits hereto and except for Sections 3.0, 7.0, 10.0, 19.0, and 26.0, will control over the Banking Agreements, and the Banking Agreements will control over Sections 3.0, 7.0, 10.0, 19.0, and 26.0 of this Contract.

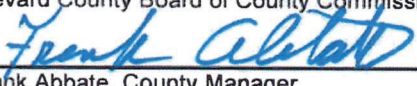
- 3.0 **EXHIBIT B:** Exhibit B is added to the Contract in the form attached to this Amendment as Annex 1.
- 4.0 **REPRESENTATIONS AND WARRANTIES:** Each Party represents and warrants to the other that it is not aware of any actual or anticipated dispute that would be affected by this Amendment.
- 5.0 **COUNTERPARTS AND AUTHORITY:** Except as expressly modified or amended herein, all of the provisions of the Contract will continue in full force and effect and have not been modified or amended in any respect, it being the intention of the parties that this Amendment be read and construed and interpreted with the Contract as one and the same instrument. This Amendment may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. CONTRACTOR warrants that it is a company duly authorized, validly existing and in good standing under the laws of the state of its formation and that CONTRACTOR's representatives are duly authorized and have the legal right, power and authority to enter into this Contract, and to perform all of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Contract on the last date written below by their representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations herein.

ATTEST:



Brevard County Board of County Commissioners, Viera, Florida

 7/31/24
Frank Abbate, County Manager Date

Truist Bank

 8/5/24
By: Printed Name & Title Date

September 23, 2025

Joseph Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Extension of Banking Services Contract between City of Holly Hill (“City”) and Truist Bank (“Truist”) utilizing the piggyback of Brevard County, FL banking services contract

Thank you for the opportunity to extend the banking relationship between the City of Holly Hill and Truist Bank. Truist Bank is pleased to submit the attached proforma with the service pricing and rates. The proposal has been developed through a review of current government contracts across the state of Florida and an in-depth review of the City of Holly Hill and represents the same Treasury Services line item pricing as the Brevard County, FL Request for Proposal #1-23-01 Banking Services.

The City’s service level pricing as shown in the attached proforma will commence on October 1st, 2025 and expire on October 31st, 2028. The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened later may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please contact your Relationship Manager, Brian Gibson, or your Treasury Consultant, Maria Roman.

Proforma 506153 will apply to all accounts within:

- Group Number *0043

Earnings Credit Rate (ECR) and Interest Rate (IR):

The initial ECR of 115 basis points will apply to all accounts within Group Number *0043. The initial IR of 150 basis points will apply to all accounts within Group Number *0043. Both rates will be a Bank managed rate and subject to change at any time, at Bank discretion without notice, and may be a rate of zero. See Truist’s Commercial Bank Services Agreement to obtain information about interest calculations and the crediting of interest to the account(s).

The pricing detailed in the attached proforma and glossary includes the service description and unit cost of the service. The City’s Account Analysis statement will show the actual volumes and associated charges from use of the services. Changes to treasury services fees are applied to the entire month in which they are effective. Treasury services fees will be debited as one lump sum the month after transactions occur and will appear on your bank statement as Service Charges – Prior Period.



Truist Bank

1200 Riverplace Blvd, Floor 5

Jacksonville, FL 32207

Office: 904.361.5207

Cell: 904.885.2384

brian.gibson2@truist.com

Brian T. Gibson

Senior Vice President

Thank you for the years of shared business. We look forward to continuing to serve the City of Holly Hill for many years to come. If you have any additional questions, please contact me at (904)885-2384.

Sincerely,

Brian T. Gibson
SVP and Relationship Manager

Accepted and approved by:

Joseph Forte, City Manager

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2026 - December 31, 2026

Summary:

Recommended Action:

Budget:

Attachments:

1. Final Rates - EE Insurances 09-30-2025

DISCUSSION:

Each year the City's agent of record, Brown and Brown, Employee Benefits Division solicits requests for proposals to carriers to provide group insurance coverage for the City of Holly Hill's eligible employees and retirees.

Based on the analysis of the insurance coverage options and rates received from these carriers, it is recommended by staff to bind coverage with the following carriers and plans:

<u>Type of Coverage</u>	<u>Carrier</u>	<u>Est. Annual Premium</u>	<u>% Change</u>
Health Insurance HDHP T95	Florida Health Care	\$906,260	3.5%
Life Insurance	USABLE	\$29,571	0.0%
Dental Insurance (Employee-Paid)	Principal	\$64,520	8.4%
Vision Insurance (Employee-Paid)	EyeMed	\$6,829	0.0%

The City covers 100% of the cost of Health Insurance for the employee and the employee may elect to purchase coverage at their own expense for their eligible dependents. Life insurance is an employer-paid benefit which provides basic life with AD&D coverage for current employees and voluntary coverage is available, paid by solely employees; retirees are eligible to continue the previously City-paid basic life policy under the conditions of the policy and at their own expense. Dental and Vision insurance are voluntary coverages and the premiums are paid solely by the individual employee that elects to receive coverage.

FISCAL ANALYSIS:

The City's contribution on the behalf of each employee is fully funded within the 2025-2026 budget. The health insurance increase of 3.5% is \$260.16/year per employee, which is just under \$30,000/yr Citywide. The dental insurance increase of 8.4% equates to approximately \$33/year for single coverage. Neither of these carriers increased their rates last year.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with Florida Health Care Plans, Principal Dental, EyeMed Vision and USABLE Life to provide group benefit insurance for the plan year of 1/01/2026 to 12/31/2026 in accordance with the attached proposals.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FLORIDA HEALTH CARE PLANS, INC., PRINCIPAL DENTAL, EYEMED VISION CARE, AND USABLE LIFE TO PROVIDE GROUP INSURANCE FOR THE PLAN YEAR OF JANUARY 1, 2026 TO DECEMBER 31, 2026.

Executive Summary of Medical & Prescription Drug Coverage

City of Holly Hill
January 1, 2026

SOLD	
Vendor	Florida Health Care Plans
Plan Name	T95
Network	FHCP
Plan Type	POS HSA
Plan Details	Network
	SingleFamily
Plan Deductible	\$1,700\$3,400
Embedded Deductible:	No
Calendar or Policy Year:	Calendar
Coinsurance:	20%
Maximum Out-of-Pocket:	\$3,400\$6,800
(Includes Deductible, Copay, Rx)	Yes N/A Yes
Physician Services	
Office Visit:	Deductible + Coinsurance
Specialist:	Deductible + Coinsurance
Chiropractic:	Deductible + Coinsurance
Virtual Visits:	Deductible + Coinsurance
Hospital / Emergency Services	
Inpatient Hospital Per Admission:	Deductible + Coinsurance
Emergency Room ER Physician:	Deductible + Coinsurance
Urgent Care:	Deductible + Coinsurance
Outpatient Surgical Facility:	Deductible + Coinsurance
Ambulatory Surgery Center:	Deductible + Coinsurance
Diagnostic Services	
Lab & X-Ray Outpatient:	Deductible + Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance
Prescription Drug	
Deductible:	Calendar Year Deductible
Prescription Tier:	\$3 \$10 \$30 \$55 15% 25%
Walgreen's:	\$15 \$15 \$35 \$60
Mail Order Prescription (90 Day Supply):	\$6 \$27 \$87 \$162
Non-Network Plan Details	Non-Network
Plan Deductible	\$2,800\$5,600
Coinsurance:	40%
Maximum Out-of-Pocket:	\$6,000\$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A
Plan Rates Current Enrollment	CurrentRenewal
Employee:	86\$619.42\$641.10
Employee + Spouse:	7\$1,059.22\$1,096.29
Employee + Child(ren):	3\$1,059.22\$1,096.29
Family:	7\$1,300.78\$1,346.31
Estimated Monthly Premiums:	103\$72,968\$75,522
Estimated Annual Premiums:	\$875,613\$906,260
PEPY	\$8,501\$8,799
Rate Change from Current (%):	3.5%
Rate Change from Current (\$):	\$30,647

Notes: Original renewal increase: 6.8%

Rates subject to final enrollment and underwriting

Dental Coverage

		CURRENT	SOLD
Vendor		Principal	Principal
Provider Network		PPO	PPO
Plan Name		Dental	Dental
Plan Type		PPO	PPO
Benefits Comparison			
		In-Network	Out-of-Network
Deductible (Individual)		\$50	\$50
Deductible (Family)		\$150	\$150
Deductible Waived for Preventive Services		Yes	Yes
Annual Benefit Maximum		\$5,000	\$5,000
Reimbursement Schedule		Contracted Rates	90th
Orthodontia Lifetime Maximum		\$1,000	\$1,000
Orthodontia Eligibility		Adult & Child	Adult & Child
Coinsurance		In-Network	Out-of-Network
Preventive		100%	100%
Basic		80%	80%
Major		50%	50%
Orthodontia		50%	50%
Schedule of Benefits		In-Network	Out-of-Network
Routine Exams & Cleaning		100%	100%
X-Ray - Full Mouth		100%	100%
Sealants		100%	100%
Fillings - Amalgam		80%	80%
Fillings - Composite		80%	80%
Endodontics		80%	80%
Extractions - Simple		80%	80%
Extractions - Surgical		80%	80%
Periodontics - Non-Surgical		80%	80%
Periodontics - Surgical		80%	80%
Crowns		50%	50%
Bridges		50%	50%
Dentures		50%	50%
Implants		50%	50%
Policy Provisions			
Waiting Periods		No waiting period	No waiting period
Late Entrant Penalties		None	None
Employer Contribution		0%	0%
Rate Guarantee			12 Months
Cost Comparison		CURRENT	SOLD
Employee	67	\$32.67	\$35.41
Employee + Spouse	16	\$67.24	\$72.88
Employee + Child(ren)	10	\$75.29	\$81.61
Employee + Family	8	\$117.85	\$127.75
Estimated Monthly Premium	101	\$4,960	\$5,377
Estimated Annual Premium		\$59,525	\$64,520
Rate Change from Current (%)			8.4%
Rate Change from Current (\$)			\$4,995

Vision Coverage

		CURRENT		SOLD	
Vendor		EyeMed		EyeMed	
Provider Network		EyeMed		EyeMed	
Benefits Comparison		In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam		100% after \$10 copay	Up to \$35	100% after \$10 copay	Up to \$35
Single Lenses		100% after \$25 copay	Up to \$35	100% after \$25 copay	Up to \$35
Bifocal Lenses		100% after \$25 copay	Up to \$49	100% after \$25 copay	Up to \$49
Trifocal Lenses		100% after \$25 copay	Up to \$74	100% after \$25 copay	Up to \$74
Frames		Up to \$100	Up to \$50	Up to \$100	Up to \$50
Discount Beyond Allowance		20%	N/A	20%	N/A
Contacts (Elective)*		Up to \$115	Up to \$92	Up to \$115	Up to \$92
Contacts (Medically Necessary)*		Covered in full	Up to \$210	Covered in full	Up to \$210
Frequencies					
Exams		1 per 12 mo		1 per 12 mo	
Lenses/Contacts		1 per 12 mo		1 per 12 mo	
Frames		1 per 24 mo		1 per 24 mo	
Policy Provisions					
Employer Contribution		0%		0%	
Rate Guarantee				12 Months	
Cost Comparison		CURRENT		SOLD	
Employee	57	\$4.86		\$4.86	
Employee + Spouse	15	\$9.23		\$9.23	
Employee + Child(ren)	7	\$9.72		\$9.72	
Employee + Family	6	\$14.26		\$14.26	
Estimated Monthly Premium	85	\$569		\$569	
Estimated Annual Premium		\$6,829		\$6,829	
Rate Change from Current (%)				0.0%	
Rate Change from Current (\$)				\$0	

Notes

Group Life & AD&D Coverage

SOLD									
Vendor	USable Life								
Schedule of Benefits									
Class Definition	Mayor & Commissioners	Union Police Officers	Union Firefighters	Union EEs Not Eligible in Other Group	Non-Union EEs with Salaries >\$49,000	Non-Union EEs with Salaries <\$49,000	City Manager	Retirees Who Retired On or After 7/7/2007	Retirees Who Retired Prior to 7/7/2007
Life/AD&D Benefit Schedule	Flat benefit	1 x salary	1 x salary	1 x salary	1 x salary	1 x salary	1 x salary	1 x salary	1 x salary
Life/AD&D Benefit Maximum	\$20,000	\$50,000	\$50,000	\$50,000	\$100,000	\$50,000	\$175,000	\$150,000	\$150,000
Guarantee Issue	Full amount	Full amount	Full amount	Full amount	Full amount	Full amount	Full amount	Full amount	Full amount
Age Reduction Schedule	To 50% at 75	To 50% at 75	To 50% at 75	To 50% at 75	To 50% at 75	To 50% at 75	To 50% at 75	To 50% at 75	To 65% at 65, to 42% at 70, to 28% at 75
Life Benefit Schedule - Spouse	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	N/A	N/A
Life Benefit Schedule - Child (6 mo - 26 yrs)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	N/A	N/A
Life Benefit Schedule - Child (Birth - 6 mo)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	N/A	N/A
Policy Provisions									
Waiver of Premium - Eligibility	Age 60	Age 60	Age 60	Age 60	Age 60	Age 60	Age 60	Not included	Not included
Waiver of Premium - Elimination Period	6 mo	6 mo	6 mo	6 mo	6 mo	6 mo	6 mo	Not included	Not included
Waiver of Premium - Duration	Age 65	Age 65	Age 65	Age 65	Age 65	Age 65	Age 65	Not included	Not included
Conversion					Included; EOI is not required				
Portability					Not included				
Accelerated Death Benefit					Included				
Seatbelt/ Safe Driver Benefit					Included				
Employer Contribution					Noncontributory				
Participation Requirements					100%				
Rate Guarantee					Through 12/31/2026				
Cost Comparison	SOLD								
Estimated Volume	\$7,356,000								
Life Rate (per \$1,000)	\$0.315								
AD&D Rate (per \$1,000)	\$0.020								
Dependent Rate per Unit	\$1.680								
Estimated Monthly Premium	\$2,464								
Estimated Annual Premium	\$29,571								

Voluntary Life & AD&D Coverage

Vendor	SOLD	
	USAbLe Life	
Schedule of Benefits - Employee		
Class Description	Mayor, Commissioners & All Other Eligible Employees	
Eligibility Hours	30	
Benefit Schedule (Increments)	\$10,000 increments	
Benefit Maximum	5 x salary to \$500,000	
Guarantee Issue	\$120,000	
Age Reductions	To 50% at 75	
Schedule of Benefits - Spouse		
Spouse Life Benefit Schedule (Increments)	\$5,000 increments	
Spouse Benefit Maximum	\$250,000	
Spouse Guarantee Issue	\$30,000	
Spouse Age Reductions	To 50% at 75	
Spouse Maximum % of Employee Coverage	100%	
Schedule of Benefits - Dependent Child(ren)		
Dependent Child Benefit Schedule (Increments)	\$2,000 increments	
Dependent Child Benefit - Birth to 6 months	\$1,000	
Dependent Child Max Benefit	\$10,000	
Policy Provisions		
Waiver of Premium - Eligibility	Age 60	
Waiver of Premium - Elimination Period	6 mo	
Waiver of Premium - Duration	Age 65	
Conversion	Included; EOI is not required	
Portability	Included	
Accelerated Death Benefit	Included	
Seatbelt/Safe Driver Benefit	Included	
Employer Contribution	0%	
Rate Guarantee	Through 12/31/2026	
Cost Comparison	SOLD	
Life Rate - Age Banded (per \$1,000)	Employee	Spouse
Age 0 - 19	\$0.072	\$0.042
Age 20 - 24	\$0.072	\$0.042
Age 25 - 29	\$0.082	\$0.051
Age 30 - 34	\$0.102	\$0.068
Age 35 - 39	\$0.146	\$0.076
Age 40 - 44	\$0.208	\$0.085
Age 45 - 49	\$0.330	\$0.127
Age 50 - 54	\$0.524	\$0.195
Age 55 - 59	\$0.806	\$0.365
Age 60 - 64	\$1.258	\$0.560
Age 65 - 69	\$2.184	\$1.077
Age 70 - 74	\$3.896	\$1.077
Age 75 - 79	\$7.634	\$1.077
Age 80+	\$7.634	\$1.077
Child(ren)		\$0.225
AD&D Rate (per \$1,000) - Employee		\$0.023
AD&D Rate (per \$1,000) - Spouse		\$0.023
AD&D Rate (per \$1,000) - Dependent Child(ren)		\$0.026

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Code Enforcement

Item Name: First Amendment to the Interlocal Agreement for Operational Assistance and Voluntary Cooperation for Animal Control Services

Summary:

Recommended Action:

Budget:

Attachments:

1. ACS Interlocal Agreement
2. First Amendment to Interlocal Agreement with Holly Hill

DISCUSSION:

On October 13th, 2020, the city entered into an Interlocal Agreement with Volusia County for Supplemental Operational Assistance and Voluntary Cooperation for Animal Control Services (the Interlocal), for an initial term through September 30, 2025, with an additional five year period through September 30, 2030.

The purpose and intent of the agreement is that the County agreed to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

Sheltering of dangerous animals is not part of the Interlocal and such sheltering services have been provided by the Halifax Humane Society. However, as of October 1st, 2025, the Halifax Humane Society will no longer accept or shelter, dogs deemed as dangerous.

The purpose of this proposed amendment to the Interlocal, is to add the provision for the county to accept and shelter dangerous animals from Holly Hill, as space permits. This will enable the city to have a location where dangerous animals can be sheltered, as space permits. Without this amendment, the city currently has no location for sheltering dangerous animals.

The amendment reads as follows under 2. E.:

Sheltering services for dogs under investigation for dangerous dog determination and bite quarantine as space is available in the County facility as determined by the County Animal Services Director. The County shall establish a fee schedule for those services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.

The entire amendment document is attached.

STAFF RECOMMENDATION:

Approve the First Amendment to the Interlocal Agreement for Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Holly Hill and the County of Volusia

MOTION:

APPROVE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES.

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF HOLLY HILL FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 14th day of October, 2020, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the CITY OF HOLLY HILL, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), each one consisting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to individually as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties presently maintain and operate animal control services;

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend supplemental operational assistance and voluntary cooperation in the form of animal control services and resources to adequately respond to intensive situations, including but not limited to, the seizure of animals; criminal investigations involving animals; and declared disasters requiring pet sheltering;

WHEREAS, the Parties to this Agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as set forth in Section 163.01, *et.seq.*, Florida Statutes, to make efficient use of their respective powers, resources, authority, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in a manner that will best utilize existing resources, powers, and authority available to each of them; and

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering during declared disasters.

NOW, THEREFORE, incorporating the above recitals as if stated herein, it is agreed by and between the parties that each of the parties shall assist the other pursuant to the following stipulations, provisions, and conditions:

1. **Purpose and Intent.** The County agrees to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

2. **Provisions for Supplemental Operational Assistance.** The Parties' will provide primary animal control services within their respective jurisdictions. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein.
3. **Incidents Eligible for Supplemental Operational Assistance.** The County will provide supplemental operational assistance to the City in response to the following:
 - A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.
 - B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
 - C. Animal search and rescue and pet sheltering during a declared local state of emergency.
 - D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low-cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
4. **Procedure for Requesting Supplemental Operational Assistance.** In the event that the City needs assistance as set forth above, an authorized representative shall notify the County Animal Control Services Director, or designee. The County's Animal Control Services shall: (a) evaluate the situation and the request; (b) evaluate its available resources; (c) consult with supervisors as necessary; and (d) respond to the City in an appropriate manner. The County Animal Control Services may determine who is authorized to lend assistance in its jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to grant supplemental operational assistance may be made verbally or in writing as the particular situation dictates.
5. **Command and Supervisory Responsibility.** In the event County Animal Control Services provides supplemental operational assistance to the City Animal Control Services, the County Animal Control Services will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred.
6. **Duties and Level of Service.**
 - A. No department, officer, or employee of the Parties shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
 - B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each Party.



regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Agreement shall be interpreted to inure to the benefit of any third party for the purpose of allowing any claim against either Party, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- F. Neither Party is authorized or empowered to act as agent for the other for any purpose and will not on behalf of the other enter into any agreement, contract, warranty, or representation as to any matter. Neither will be bound by the acts or conduct of the other, nor be bound to any obligations of the other in any other agreement entered into by the other.
9. **Conflict Resolution.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Section 164.101, *et. seq.*, Florida Statutes. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Volusia County. In the event of any litigation or dispute between the parties arising out of this Agreement, each party will bear its own attorneys' fees and costs.
10. **Effective Date and Termination.** This Agreement shall become effective on the date executed by the last of the parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for one (1) additional five (5) year period. Any party may terminate this Agreement prior to its stated expiration date by giving the other party at least one hundred eighty (180) days advance written notice.
11. **Notices.** All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by Certified United States Mail, Return Receipt Requested, to the animal control services director for the respective party, except that a notice of cancellation pursuant to Paragraph 10 shall also be delivered by Certified United States Mail, Return Receipt Requested, to the respective City or County Manager of the Parties.
12. **Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.
13. **Entire Agreement.** This Agreement, including exhibits attached hereto, embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.
14. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
15. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
16. **Authorization.** Pursuant to this Agreement, each party hereby authorizes the other party to perform the duties and services required herein.



IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

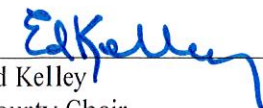
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

ATTEST:

COUNTY OF VOLUSIA



George Recktenwald
County Manager



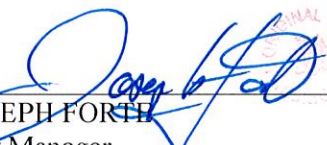
Ed Kelley
County Chair

Dated: 11/19/2020

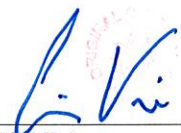


ATTEST:

CITY OF HOLLY HILL



JOSEPH FORTE
City Manager



CHRIS VIA
Mayor

Dated: 10/14/2020



**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS FIRST AMENDMENT (“Amendment”) to the Interlocal Agreement for Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Holly Hill and the County of Volusia (“**Agreement**”), is made and entered into by and between the **COUNTY OF VOLUSIA (“County”)**, a body corporate and politic and a political subdivision of the State of Florida, and the **CITY OF HOLLY HILL (“City”)**, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, for the purpose of extending and increasing sheltering services where available. Collectively, the County and the City are referred to herein as the “**Parties.**”

WHEREAS, on or about October 14, 2020, the County and the City entered into the Agreement, for an initial term through September 30, 2025, with an additional five year period through September 30, 2030;

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering for animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

WHEREAS, the Parties desire and agree to make changes to the Agreement’s Sheltering terms; and amend the Agreement.

WHEREAS, the Parties agree that this First Amendment shall supplement the Parties’ Interlocal Agreement, which shall remain in full force and effect after execution of this First Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the foregoing recitals are true, correct and material to this Amendment.
2. The Parties agree to amend Section 3 (Incidents Eligible for Supplemental Operational Assistance) of the Agreement to read, in whole, as follows:

Incidents Eligible for Supplemental Operational Assistance. The County will provide supplemental operational assistance to the City in response to the following:

- A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.
- B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.

- C. Animal search and rescue and pet sheltering during a declared local state of emergency.
- D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low- cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
- E. Sheltering services for dogs under investigation for dangerous dog determination and bite quarantine as space is available in the County facility as determined by the County Animal Services Director. The County shall establish a fee schedule for those services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.

Except as otherwise provided herein, all other portions of Section 3 shall remain unaltered.

- 3. This Amendment sets forth the entire modification to the Agreement, unless the Agreement is otherwise amended or modified in accordance with the terms of the Agreement. This Amendment supersedes all prior proposals, agreements, and communications, both written and oral, regarding the matter described herein.
- 4. This Amendment is incorporated by reference into the Agreement, as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the Parties. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Agreement, this Amendment shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties to this First Amendment to the Interlocal Agreement Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Holly Hill and the County of Volusia have caused the same to be signed by their duly authorized representatives as set forth below.

CITY OF HOLLY HILL

COUNTY OF VOLUSIA, FLORIDA

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Jeffrey S. Brower
County Chair
Date: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
George Recktenwald
County Manager
Date: _____

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-84 - Overhead to Underground Phase 3 Electrical Service Conversions

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - US1 Undergrounding Electrical Service Conversions Phase III ITB
2. Exhibit B - US1 Undergrounding Electrical Service Conversions Phase III Addendum 1
3. Exhibit C - US1 Undergrounding Electrical Service Conversions Phase III Plans
4. Exhibit D - Carter Electric Bid Submittal
5. Exhibit E - Recommendation of Award

DISCUSSION:

The City of Holly Hill broadcast an Invitation for Bid to provide for the conversion of thirty-four (34) existing commercial electrical services from overhead to underground as part of the City's US1 Utility Overhead to Underground, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City paying for permit fees), and the restoration of existing features/improvements. The Invitation to Bid, Addendum 1 and accompanying plans are included as Exhibits 'A', 'B' and 'C' respectively.

A bid opening was held on September 15, 2025 for this project. One bid was received for this project from Carter Electric Company with a cost proposal of \$597,993.50. The bid received from Carter Electric Company is included as Exhibit 'D'.

The bid submitted was reviewed by the engineer of record, Mead & Hunt. They found that the bid is less than the estimated construction cost and is in line with other recent electrical service conversion bids in the area. Further, both the City and Engineer have worked with Carter Electric in the past and consider them to be a contractor in good standing. The recommendation of award from the engineer of record is included as Exhibit 'E'.

FINANCIAL ANALYSIS:

\$990,000 has been allocated in the fiscal year 2025-2026 budget under general ledger account 139 8110-580-6300 for the construction of the Overhead to Underground Conversion project with \$700,000 anticipated to be used for the electrical service conversions.

STAFF RECOMMENDATION:

Approve an agreement with Carter Electric Company to provide the electrical service conversions for the phase 3 Overhead to Underground Conversion Project at a cost of \$597,993.50 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention

MOTION:

APPROVE AN AGREEMENT WITH CARTER ELECTRIC COMPANY TO PROVIDE THE ELECTRICAL SERVICE CONVERSIONS FOR THE PHASE 3 OVERHEAD TO UNDERGROUND CONVERSION PROJECT AT A COST OF \$597,993.50 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH CARTER ELECTRIC COMPANY TO PROVIDE THE ELECTRICAL SERVICE CONVERSIONS FOR THE PHASE 3 OVERHEAD TO UNDERGROUND UTILITY CONVERSION PROJECT AT A COST OF \$597,993.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the conversion of electrical services for commercial customers is required as a part of the overhead to underground project; and

WHEREAS, the city broadcast an invitation to bid for this project and received one bid on September 15, 2025 from Carter Electric in the amount of \$597,993.50; and

WHEREAS, the engineer of record reviewed the bid received and found the cost to be reasonable and less than the engineer's estimate; and

WHEREAS, Carter Electric has performed successful work with the city in the past and is considered a contractor in good standing.

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 an agreement with Carter Electric Company to provide the electrical service conversions for the phase 3 Overhead to Underground Utility Conversion Project at a cost of \$597,993.50 and authorize the City Manager to execute the same.

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

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

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

PROJECT MANUAL

US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS Bid Set

ITB NO. 26ST01

Mead & Hunt, Inc.
Project # 1000710-171304.05



Prepared for:
City of Holly Hill

July 2025

Mead&Hunt

4401 Eastport Parkway
Port Orange, FL 32127
Phone: 386-761-6810
www.meadhunt.com

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ITB NO. 26ST01

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INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
US1 UNDERGROUNDING PHASE 3 -
ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until September 15, 2025, 10:00 AM** 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 on, **August 25, 2025 at 10:00 AM**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work: Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

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 September 8, 2025.

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:

**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01**

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

SECTION 00 01 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

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, Inc., and entitled,

“US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS”.

- B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

- A. 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

- A. 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 00300-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

- A. 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:
 - 1. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
 - 2. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
 - 3. 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.
- B. 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

- A. 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.
- B. 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

- A. The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under

these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

- A. 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.
- B. 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 00310, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00300, Proposal.
- C. 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.
- D. 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 00310 with each bid. The bid may be considered non-responsive without this form.
- E. 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

- A. 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 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

- A. 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 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

- A. 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

- A. During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and

become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

1.14 SCOPE OF WORK

- A. 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.
- B. 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

- A. One (1) original, four (4) copies, and one (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

1.16 AWARD AND EXECUTION OF CONTRACT

- A. 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.
- B. 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 00100.
- C. 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.
- D. 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

- A. The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.18 SURETY BONDS

- A. 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 00100, 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.
- B. 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 evidence to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.
- 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

- A. 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.
- B. 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

- A. 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

- A. The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- A. 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

SECTION 00 03 00
PROPOSAL
FOR

CITY OF HOLLY HILL
US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS
(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.

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 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **“US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS”**, 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 00310” attached and made a part of this Bid. **The bid total is:**

Base Bid:

(In Words)

Dollars \$_____ (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. 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 **180 days** and 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 that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the 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.

1.02 SUPPLEMENTAL REQUIREMENTS

A. The following documents are attached to and/or made a condition of this bid:

1. Schedule of Unit Prices: Section 00 03 10
2. Statement of Bidder's Qualifications: 00 03 20
3. Listing of Subcontractors: Section 00 03 30
4. Listing of Previous Experience: Section 00 03 31
5. Bid Bond: Section 00 04 10
6. Public Entity Crimes Statement: Section 00 04 70
7. Anti-Collusion Statement: Section 00 04 80
8. Drug Free/Tie Preference Statement: Section 00 04 85
9. Compliance with the Public Records Law: Section 00 48 60
10. W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
11. Affidavit of E-Verify Requirements Compliance: Section 00 48 80
12. Trench Safety Affidavit: Section 00 04 90
13. Certificate as to Corporate Principal: Section 00 06 20
14. City of Holly Hill Insurance Requirements: Section 00 08 00A

1.03 REQUIRED DISCLOSURE

A. 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.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
_____ or Bid Bond for the sum of
_____ Dollars (_____),
made payable to _____ (Owner).

(Name of Bidder) (Affix Seal)

(Signature of Officer)

(Title of Officer)

Name of Bidder

Address

City/State/Zip

Telephone

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals,
are as follows:

END OF SECTION

SECTION 00 03 10
US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS
SCHEDULE OF UNIT PRICES
ITB NO. 26ST01

Item	Description	ID #	Qty.	Unit	Unit Cost	Cost
A	Electrical Service Conversions					
1	1331 Ridgewood Ave., Holly Hill, FL 32117	E-0058	1	LS		
2	1335 Ridgewood Ave., Holly Hill, FL 32117	E-0059	1	LS		
3	1341 Ridgewood Ave., Holly Hill, FL 32117	E-0060	1	LS		
4	1349 Ridgewood Ave., Holly Hill, FL 32117	E-0063	1	LS		
5	1369 Ridgewood Ave., Holly Hill, FL 32117	E-0064	1	LS		
6	1400 Ridgewood Ave., Holly Hill, FL 32117	E-0079	1	LS		
7	1410 Ridgewood Ave., Holly Hill, FL 32117	E-0080	1	LS		
8	1415 Ridgewood Ave., Holly Hill, FL 32117	E-0066	1	LS		
9	1422 Ridgewood Ave., Holly Hill, FL 32117	E-0081	1	LS		
10	1424 Ridgewood Ave., Holly Hill, FL 32117	E-0081(A)	1	LS		
11	1500 Ridgewood Ave., Holly Hill, FL 32117	E-0082	1	LS		
12	1510 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS		
13	1515 Ridgewood Ave., Holly Hill, FL 32117	E-0070	1	LS		
14	1518 Ridgewood Ave., Holly Hill, FL 32117	E-0084	1	LS		
15	1533 Ridgewood Ave., Holly Hill, FL 32117	E-0076	1	LS		
16	1543 Ridgewood Ave., Holly Hill, FL 32117	E-0078	1	LS		
17	Flomich Traffic Signal	N/A	1	LS		
18	1630 Ridgewood Ave., Holly Hill, FL 32117	W-0090	1	LS		
19	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091	1	LS		
20	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091(A)	1	LS		
21	1668/1670 Ridgewood Ave., Holly Hill, FL 32117	W-0092/0093	1	LS		
22	1674 Ridgewood Ave., Holly Hill, FL 32117	W-0094	1	LS		
23	1678 Ridgewood Ave., Holly Hill, FL 32117	W-0095	1	LS		
24	1680 Ridgewood Ave., Holly Hill, FL 32117	W-0096	1	LS		
25	1684 Ridgewood Ave., Holly Hill, FL 32117	W-0098	1	LS		
26	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099	1	LS		
27	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(A)	1	LS		
28	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(B)	1	LS		
29	1700 Ridgewood Ave., Holly Hill, FL 32117	W-0100	1	LS		
30	1701 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS		
31	1722 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS		
32	1808 Ridgewood Ave., Holly Hill, FL 32117	W-0105	1	LS		
33	Calle Grande Traffic Signal	N/A	1	LS		
34	1850 Ridgewood Ave., Holly Hill, FL 32117	W-0108	1	LS		

B	Additional/Deleted Work				
1	2" Sch 40 Conduit	200	LF		
2	3" Sch 40 Conduit	200	LF		
3	4" Sch 40 Conduit	200	LF		
B	Continued Additional/Deleted Work				
4	6" Thick Concrete Repair	200	SF		
5	4" Thick Concrete Repair	200	SF		
6	Asphalt Pavement Repair	200	SF		
7	Sodded Area Repair	200	SF		
C	Miscellaneous				
1	Soil and Erosion Control	1	LS		
2	Rock Excavation	50	CY		
3	Bulk Concrete	50	CY		
4	Unsuitable Material Excavation	50	CY		
5	Preconstruction Video	1	LS		
7	Traffic Control	1	LS		
8	Layout/As-builts	1	LS		
			Grand Total		
Upon bid award, the awarded Bidder shall also provide Bidder-prepared schedule of unit pricing for furnishing and installing all materials to be utilized in the project for which is reflected in the Schedule of Unit Prices above. The Bidder prepared schedule shall include the various types and sizes of wire, wiring devices, meter cans, grounding and other required items. The schedule along with the additional/deleted work portion of the Schedule of Unit Prices shall be utilized to compensate the Contractor for additional work and to determine credit for any deleted/reduced work.					
SUBMITTED BY					
Signature					
CONTRACTOR					
ADDRESS					
				State:	Zip
TELEPHONE NUMBER					
FAX NUMBER					
State of Florida Certified Electrical Contractor Unlimited					
Contractors License Number					

SECTION 00 03 20

STATEMENT OF BIDDER'S QUALIFICATIONS

- A. 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.
1. Name of bidder.
 2. Permanent main office address.
 3. When organized.
 4. If a corporation, where incorporated.
 5. Contractor License Numbers
 6. How many years have you been engaged in the contracting business under your present firm or trade name?
 7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
 8. General character of work performed by your company.
 - 9.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
 - 9.⁽²⁾ Provide lists of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
 10. Have you ever defaulted on a contract? If so, where and why?
 11. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
 12. List your major equipment.
_____.
 13. Experience in construction work similar in type to this project.
 14. Background and experience of the principal members of your organization, including the officers.

15. Credit _____ available:
\$ _____
16. Give _____ bank _____ reference:

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
18. 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: _____

END OF SECTION

SECTION 00 03 30

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
Concrete		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____
Asphalt		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____
Sodding/Landscaping		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____
M.O.T.		Name: _____ Phone #: _____ Name: _____ Phone #: _____ Name: _____ Phone #: _____

SECTION 00 03 31

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/ REFERENCE	DESCRIPTION/COST	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
2	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
3	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		

END OF SECTION

SECTION 00 04 10

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:

**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE
CONVERSIONS**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF: _____ (Seal)

_____ (Seal)

_____ (Seal)
Individual or Partner

Witness

Address

ATTEST: _____
Corporate Principal

President AFFIX
CORPORATE SEAL

Address

By _____
AFFIX
CORPORATE SEAL

ATTEST: _____
Corporate Surety

Title

END OF SECTION

SECTION 00 04 70

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 contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management
of the entity and who has been convicted of a public entity crime. The term
"affiliate" includes those officers, directors, executives, partners, shareholders,
employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another
person, or a pooling of equipment or income among persons when not for fair
market value under an arm's length agreement, shall be a prima facie that one
person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____, 20__.

Notary Public

My Commission Expires:

END OF SECTION

SECTION 00 04 80

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

SECTION 00 04 85

DRUG FREE/TIE PREFERENCE STATEMENT

- A. 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:
1. 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:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. 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.

- e. 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.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. 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 80
Affidavit of E-Verify Requirements Compliance

ITB NO.

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

SECTION 00 04 90

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:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(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)

END OF SECTION

SECTION 00 05 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/LLC 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, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | 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 **180 days** and an additional **30 days** for final completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$1,000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages

exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 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 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 Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

City Clerk

By _____
Joe Forte

Title _____
City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

00 05 00-

SECTION 00 06 20

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

SECTION 00 06 40

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. 26ST01

Description of Work: Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

Project Location: Holly Hill, Volusia County, Florida

Legal Description: Various properties along US 1 (see plans and temporary construction easements), FDOT-owned US1 right-of-way and various City-owned rights-of-way.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

00 06 40-1

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:

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 26ST01.

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: _____

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

US1 UNDERGROUNDING PHASE 3
ELECTRICAL SERVICE CONVERSIONS

Name of Project

City Project No. _____

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 the engineering firm Mead & Hunt, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this ____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

(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.

SECTION 00 06 50

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

SECTION 00 06 60

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

SECTION 00 06 65

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

SECTION 00 06 70

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, Inc., P.O. Drawer 290247, 4401 Eastport Parkway, Holly Hill, 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

SECTION 00 06 80

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: **US1 UNDERGROUNDING PHASE 3, ELECTRICAL SERVICE CONVERSIONS** in accordance with the plans and specifications therefore, as prepared by Mead & Hunt, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of \$ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of \$ _____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said as described in the said Contract, from any and all liens, claims or demands whatsoever that has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____, 20 ____.

Witnessed by:

CONTRACTOR

By _____

Title _____

State of _____
County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ ,
20 ____.

My Commission Expires:

Notary Public, State of Florida

END OF SECTION

SECTION 00 06 90

CONSENT OF SURETY
FOR FINAL PAYMENT

Project Name: **US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
on the Payment Bond of the following named Contractor: _____
hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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(202) 347-7474
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(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
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www.agc.org

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EJCDC C-700 Standard General Conditions of the Construction Contract
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. Bidder—The individual or entity who submits a Bid directly to Owner.
 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. Change Order—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. Contractor—The individual or entity with whom Owner has entered into the Agreement.
16. Cost of the Work—See Paragraph 11.01 for definition.
17. Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. Engineer—The individual or entity named as such in the Agreement.
20. Field Order—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements—Sections of Division 1 of the Specifications.

22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. Liens—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. Notice to Proceed—A written notice given 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 under the Contract Documents.
29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. PCBs—Polychlorinated biphenyls.
31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. 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.
40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. 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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. 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 at the Site.
44. 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 thereof.

- 45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.
- 47. Supplier—A manufacturer, fabricator, supplier, distributor, material man, 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 Subcontractor.
- 48. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 49. Unit Price Work—Work to be paid for on the basis of unit prices.
- 50. 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, And Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 therefore.

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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or

authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
 - 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
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.

4.03 *Differing Subsurface or Physical Conditions*

- A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 1. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 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;
 5. 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data;
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *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 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.

4.06 *Hazardous Environmental Condition at Site*

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition,

- Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. 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 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- E. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. By any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued

(and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. Include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall advise Contractor in writing whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:
1. Loss 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 perils whether or not insured by Owner; and
 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds or insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent

by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) It 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; and
 - 3) It has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) There will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items:
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) Shall certify that the proposed substitute item will:
 - a) Perform adequately the functions and achieve the results called for by the general design,
 - b) Be similar in substance to that specified, and
 - c) Be suited to the same use as that specified;
 - 2) Will state:

- a) The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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
 - c) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) Will identify:
 - a) All variations of the proposed substitute item from that specified, and
 - b) Available engineering, sales, maintenance, repair, and replacement services; and
 - 4) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. Shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

- A. Limitation on Use of Site and Other Areas:
 - 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. 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 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 by or based upon Contractor's performance of the Work.

- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will 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 6.17.D.
 - 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. 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 6.17.D.
- B. 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. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident

thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. Abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and
 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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 thereon will be final and binding (except as modified by Engineer to reflect changed factual

conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. Changes in the 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; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. **Engineer's Decision Required:** All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit

any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. Deny the Claim in whole or in part;
 - 2. Approve the Claim; or
 - 3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of

their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, which are 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone 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 Contractor are required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. 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.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:
1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.

- C. Contingency Allowance:
 - 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the

Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. As otherwise specifically provided in the Contract Documents.

- 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.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *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, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective Work; or
 - 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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.
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, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. The Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. There are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform

Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. 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 tentative list.

14.05 *Partial Utilization*

- 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 significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against Owner that Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer's Review of Application and Acceptance:

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. Exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. 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
 - 3. Complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. Reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.
- 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, seven 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 provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. Agrees with the other party to submit the Claim to another dispute resolution process; or
3. Gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and

acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00 07 05
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

SECTION 00 08 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 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.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *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 Constitutions Contracts:

SC-1.01.A.52 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.53 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 13.07 of the General Conditions, as supplemented.

SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.

SC-1.01A.55 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.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

- SC-1.01A.57 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.58 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.59 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.60 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 01310: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.61 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.62 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.63 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 Contract 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. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents.
- SC-2.03 Delete paragraph 2.03 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-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

- 4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

- D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

- E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. 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.

- F. Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Notice to Bidders
3. Instructions to Bidders
4. Supplementary Conditions
5. General Conditions
6. Division 1, General Requirements
7. Technical Specifications
8. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

G. ITEMS SPECIFIED ON DRAWINGS

Work to be completed is shown on the Contract Drawings. Certain items of material and/or equipment, and their installation may be specified on the Drawings without being mentioned within the Specifications. Such items are to be considered as both shown on the Drawings, and noted in the Specifications and be provided by the Contractor in accordance with the specifications written on the Drawings.

SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."

SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:

- J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, 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 12 of the Standard General Conditions.

SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. 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 (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-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- D. 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-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.05A Delete paragraph 5.05A of the Standard General Conditions in its entirety.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment are to be included in an Application for Payment.
5. Allow for partial utilization of the Work by Owner;
6. Include testing and startup; and
7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

- SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.
- SC-5.06D Delete paragraph 5.06D of the Standard General Conditions in its entirety.
- SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.
- SC-5.07 Delete paragraph 5.07 of the Standard General Conditions in its entirety.

SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.01 Add the following sub-paragraphs immediately after paragraph 6.01B 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-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

- C. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than eight (8) hours per day at 5 days per week or ten (10) hours per day at 4 days per week totaling forty (40) hours per week during weekdays. 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.
- D. 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-6.02C. 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.
- E. 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-6.06 Delete paragraphs 6.06A and 6.06B of the Standard General Conditions and insert the following in its place:

- A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.
- B. However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

- A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.
- B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. 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 Engineer does not have the authority to stop the work of any construction contractor. 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-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

- D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and other security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

- E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-6.20B Delete paragraph 6.20B of the Standard General Conditions in its entirety and insert the following in its place:

- B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

7.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. 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.

2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
4. 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-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-9.08 Delete paragraphs 9.08A-C in their entirety and insert the following:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

- SC-9.08 Re-letter paragraph 9.08D as 9.08B.
- SC-9.08 Add the following sentences to the end of paragraph 9.08B of the Standard General Conditions:
- "No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."
- SC-9.09 Delete paragraph 9.09 of the Standard General Conditions in its entirety.
- SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:
- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- SC-12.02 Delete paragraphs 12.02A and 12.02B of the Standard General Conditions in its entirety and insert the following in its place:
- A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event.

No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 14.07 of the Standard General Conditions.

- B. No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.
- C. No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Construction Progress Schedules, of the General Requirements.
- D. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-12.06 Paragraph 12.06B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

- B. Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04B.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties...”

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

- C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

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.

Add the following new paragraphs immediately after paragraph 13.07E:

- F. Subject to adjustments as described in sub-paragraph 13.07G, 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.
- G. 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.
- H. 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 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

- I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner's option and at the Owner's sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

- A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 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 Volusia County, Florida. 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.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use, are contained in the subsequent pages of these Supplementary Conditions.

END OF SECTION

SECTION 00 08 00A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates. Affiliates may include entities/individuals who authorize work on their property via an easement to the City.
- 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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:
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products - Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertisement Injury
 - 4. \$1,000,000 Each Occurrence
 - 5. \$ 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

- A. 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:
1. 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.
 2. Maximum Deductible - \$5,000 each claim
 3. Certified Copy of the policy must be provided to the City prior to the commencement of work.
 4. 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.
 5. 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.
 6. 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.
 7. 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

- A. All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:
 1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. 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

- A. 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:
 1. "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

1. “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.
2. The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor’s indemnification obligation for products and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City’s acceptance of the product or completed operation.”

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor’s Certificate of Insurance.

VIII. A Wavier 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

END OF SECTION

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>	Minimum Limits Required	
<u> X </u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u> X </u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
___	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
___	_____	\$ <u>1,000,000</u>	Each Occurrence
___	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u> X </u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
___	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
___	<u>Builder's Risk/Installation Floater</u> (*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.		
___	<u>Other</u>		
	_____	\$	
	_____	\$	
<u> X </u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u> X </u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificates must identify bid number and bid title.		
<u> X </u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

SECTION 00 08 40

CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS**

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

☐ QLH FILE

☐ ARCHITECT

☐ OTHER: _____

END SECTION

SECTION 00 08 41

NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project: **CITY OF HOLLY HILL
US1 UNDERGROUNDING PHASE 3
ELECTRICAL SERVICE CONVERSIONS**

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:

1. Agreement Between Owner and Contractor
2. Payment and Performance Bond
3. Public Construction Bond
4. Insurance Requirements
5. Affidavit Regarding Workman's Compensation
6. Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20____.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

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

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

Date: _____

(Title)

END OF SECTION

SECTION 00 08 42

NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20___. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers _____ through _____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION

SECTION 00 08 43
CHANGE ORDER FORM

PROJECT: **US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. ____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. ____ _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Acknowledgments:

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, Inc.
(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

SECTION 00 08 44

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 (Line 3 less Line 6)	\$ 0.00

00 08 44-1

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: _____

00 08 44-2

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

00 08 44 3

Application No.
Project:
Owner:

Owner:

	Subtotal:
Stored Materials Installed/Received:	
	Subtotal:
Less Retainage (%)	
	Grand Total:

Section 00 08 46
Stored Materials Summary

Date:

Owner:

Project:

Bid No.:

Contractor:

Received thru:

Installed thru:

[illegible]

Subtotal	
Sales Tax	
Total	

SECTION 00 08 48

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion
Page 2 of 3

00 08 48-2

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_____

Certificate of Substantial Completion
Page 3 of 3

END OF SECTION

SECTION 00 08 49

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: **"US1 UNDERGROUNDING PHASE 3, ELECTRICAL SERVICE CONVERSIONS "**, dated the ____ day of _____, 20__, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

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

Notary Public

My Commission Expires: _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 00 10 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 01010: Summary of Project.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be 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 or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as

required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

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) 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.

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 for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install,

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.
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. Shall be witnessed by City Engineer.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
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

SECTION 00 10 10

SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the City of Holly Hill's **US1 UTILITY UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**
The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

SECTION 00 10 25
MEASUREMENT AND PAYMENT

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 if not shown as a separate pay item.
 - 1. Clearing, grubbing and 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 damaged trees, 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 the test.
 - 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.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Service Conversions

- A. Bid Item(s): A1-A42
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Acquisition of building permit from the City, including submission of Notice of Commencement signed by property owner. (City to waive building permit application and inspection fees. Contractor is responsible for any reinspection fees.)

Coordination of work with the property owner and Florida Power and Light (FPL), including potential non-normal working hours work due to property owner's/tenant's allowable downtime and scheduling of FPL disconnect and reconnect. Installation of FPL provided handhole and service conduit via open cut, including restoration of surface features, or horizontal directional drill (HDD) method. Furnish and install service wire for commercial services (FPL to install wire for residential services). Restoration of surface features impacted by FPL due to installation of service drop to handhole. Furnish and install new meter can(s), above ground conduit and wiring devices. Documentation and notification to City regarding any visible code violations with existing customer equipment. Furnish and install grounding if currently non-existent or not code compliant. Disconnection of existing service; connection of new service; removal/capping of existing conduit at meter can. Installation of Contractor provided schedule 40 PVC service conduits for BHN and AT&T.

E. Allowances: None

2.02 Additional/Deleted Work

- A. Bid Item(s): B1-B7 and items listed in Bidder-prepared schedule of unit prices.
- B. Measurement: Linear foot (LF) or each (EA) installed (added or deleted)
- C. Payment: Monthly, installed added/deleted quantity at applicable unit price, less retainage. Payment shall be made or credit shall be taken for additional or deleted linear feet of installed conduit, wire, restoration and other work that is required or not required based on actual field conditions and as directed by the Engineer compared to original scope of work for each service.
- D. Included Work: All work necessary to complete the construction of the various items.
- E. Allowances: None

2.03 Soil and Erosion Control

- A. Bid Item(s): C1
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and acquisition of National Pollutant Discharge Elimination System (NPDES) construction permit from the Florida Department of Environmental Protection (FDEP), including application fees, rain measurement, inspections, maintenance of documentation and other work required. Furnish and install silt fence, inlet protection, and other applicable Best Management Practices (BMPs).
- E. Allowances: None

2.04 Rock Excavation

- A. Bid Item(s): C2
- B. Measurement: Volume in cubic yards (CY) of removed rock and disposed of off site
- C. Payment: Monthly, removed/disposed of quantity at applicable unit cost, less retainage.

- D. Included Work: Removal of rock (as determined by the Engineer) encountered and in conflict with excavations for the improvements and replacement of such with suitable compacted backfill material.
- E. Allowances: None

2.05 Bulk Concrete

- A. Bid Item(s): C3
- B. Measurement: Volume in cubic yards (CY)
- C. Payment: Monthly, installed quantity at applicable unit cost, less retainage.
- D. Included Work: Related work necessary for use of bulk concrete in concrete encasement, protection/capping, collars, thrust blocks and other purposes. Testing if necessary.
- E. Allowances: None

2.06 Unsuitable Material Excavation/Replacement

- A. Bid Item(s): C4
- B. Measurement: Volume in cubic yards (CY)
- C. Payment: Monthly, removed/replaced quantity at applicable unit cost, less retainage.
- D. Included Work: Removal of unsuitable material (as determined by the Engineer) encountered and in conflict with excavations for the improvements and replacement of such with suitable compacted backfill material.
- E. Allowances: None

2.07 Pre-Construction Video Taping

- A. Bid Item(s): C5
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Professional video documentation of entire project area and adjacent areas prior to start of work. Delivery of two DVD(s) copies of video with written log.
- E. Allowances: None

2.08 Field Locate & Expose Existing Utilities

- A. Bid Item(s): C6
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Locating and exposing all existing utilities along route/area of work to determine verify the plan of avoidance and to determine any originally unknown utilities.
- E. Allowances: None

2.09 Traffic Control

- A. Bid Item(s): C7
- B. Measurement: N/A

- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Maintenance of traffic (MOT) on all private and public roads and vehicular, pedestrian and bicycle traffic areas. Preparation of MOT plan(s) per jurisdictional requirements.
- E. Allowances: None

2.10 Layout/As-builts

- A. Bid Item(s): C8
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Layout of proposed work. Verification of tie in points. Staking of right-of-way and easement lines. Monthly progress as-builts. Final as-builts. All survey work by a licensed surveyor registered in the State of Florida. Allowances: None

2.11 Indemnification

- A. Bid Item(s): C9
- B. Measurement: N/A
- C. Payment: Monthly, lump sum (LS), percent complete, less retainage.
- D. Included Work: Indemnification per contract.
- E. Allowances: \$100

END OF SECTION

SECTION 00 10 27

APPLICATION FOR PAYMENT

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00 08 44 as the official pay request form.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement: Section 00 50 00.
 - 2. Construction Progress Schedules: Section 00 13 10.
 - 3. Schedule of Values: Section 00 13 70.
 - 4. Construction Photographs: Section 00 13 80.
 - 5. Project Record Documents: Section 00 17 20.

1.02 FORMAT REQUIRED

- A. Submit applications typed on the form provided in Division 0, Section 00 08 44: Application and Certificate for Payment Form, with itemized data typed on 8-1/2 inch x 11 inch or white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective 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. Stored materials may be inspected by City and Engineer prior to payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
5. Item number and identification as shown on application.
6. Description of specific material.

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 00 17 20: 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 00 13 10: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 00 13 80: Construction Photographs.

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 00 17 00: Contract Closeout.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Provide Contractor’s Final Release of Lien (Section 00 08 49) 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. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor’s needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 10 91

REFERENCE SPECIFICATIONS

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.

- 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 II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION

SECTION 00 12 00
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Take and distribute meeting minutes.
3. The Contractor shall:
 - a. Attend all meetings along with pertinent subcontractors and suppliers.
 - b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
 - c. Provide requested information at meetings.
4. The Owner shall:
 - a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section 00 13 10.
2. Shop Drawings: Section 00 13 40.
3. Project Record Documents: Section 00 17 20.

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
 - 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.
- D. Attendance:
 1. Owner's representative.
 2. Engineer.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors, as appropriate.
 6. Residents.
- E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

- A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.
- B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

- A. Purpose: To discuss the progress of the construction and projected work activities.
- B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:

1. Owner's representative.
2. Engineer and sub-consultants, as appropriate.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.
4. Construction schedule
 - a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 13 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 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.
- 1.03 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.
- 1.04 The Contractor shall take all necessary precautions to prevent damage to existing utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.

- 1.06 The Contractor is responsible for recording a copy of the Payment and Performance Bond in the Official Records of Volusia County, Florida and shall provide copies of the recorded documents 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 contract payment shall be made to the Contractor for this item.
- 1.07 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.
- A. Florida Department of Transportation- Utility Permit
 - B. The Owner will make necessary application for the above referenced permits to construct such improvements. It shall be, however, the responsibility of the Contractor to construct the improvements in strict accordance with the requirements of the above mentioned agencies, and no extra or additional payments will be made by the Owner for this work.
 - C. City of Holly Hill – Electrical/Building Permits
 - D. The Contractor shall apply and obtain the required building permits from the Owner. The Owner shall pay or waive all electrical fees associated with the applications (except for re-application and re-inspection fees). The Owner shall provide the Contractor the requested number of copies of signed and sealed project plans and specifications. The Contractor shall be responsible for all other submittals required for the applications. Owner may elect to issue separate permits for each property or group multiple addresses into one or more permits.
 - E. Florida Department of Environmental Protection-
National Pollutant Discharge Elimination
Program (NPDES) Construction Permit
 - F. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain NPDES permit including paying all fees.
- 1.08 Construction shall be limited to weekday 7:00 a.m. to 6:00 p.m. day light" working hours. No "weekend", night time", or "holiday" work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Engineer "Advance Notice" of such operations.

- 1.09 Construction materials may be stockpiled. 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 Owner and the Engineer which sites have been targeted for material storage. The Owner reserves the right to approve or disapprove the proposed locations. The Contractor shall provide a notarized written letter from the property owner approving use of the property by the property owner prior to using the property.
- 1.10 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.
- 1.11 All unit pricing shall remain valid for the duration of the contract.
- 1.12 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.
- 1.13 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or his right, title or interest therein, without written consent of the Owner.
- 1.14 Limitations on the Engineer's Responsibilities
- A. Neither the Engineer's authority to act under this Paragraph nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.
 - B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.
- 1.15 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

- 1.16 Any private sprinklers, mail boxes, signs, fences, etc. encountered within the project site that act as an obstacle to construction shall be carefully removed prior to construction by the Contractor's forces and promptly reinstalled (within 24 hours) during the restoration portion of the project at no additional cost to the Owner. Separate payment for this work will not be made.
- 1.17 The Contractor's forces shall be required to "hand dig" and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of 24 hours in advance of the trenching/boring operation. Any utilities found in conflict with the work and not shown on the drawings shall be brought to the attention of the Engineer immediately.
- 1.18 The Contractor shall be responsible for dust control on the project. The Contractor shall control dust when conditions warrant as determined by the Engineer. No separate payment shall be made for this item.
- 1.19 The Contractor and/or subcontractor shall not work on City of Holly Hill's holidays (listed below):

HOLIDAYS

Thursday	27-Nov-14	Thanksgiving
Friday	28-Nov-14	Friday after Thanksgiving
Thursday	25-Dec-14	Christmas Day
Friday	26-Dec-14	Floating Day
Thursday	1-Jan-15	New Year's Day
Monday	19-Jan-15	Martin Luther King Jr. Day
Friday	3-Apr-15	Good Friday
Monday	25-May-15	Memorial Day
Friday	3-Jul-15	Fourth of July
Monday	7-Sep-15	Labor Day

- 1.20 Legal access to private property for the service work is provided by easements acquired by the Owner. Included in section 00 13 01 is an example of such easement. Contractor shall conduct work in compliance with such easement. Official record book and page references are listed on construction plans.
- 1.21 As the schedule for this project coincides, in part, with the recognized hurricane season, the Contractor's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring at the plant site during the course of Contract work.

- 1.22 Within 30-days of the date of Notice-to-Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning.
- 1.23 In the event of inclement weather, or whenever the Engineer shall direct, the Contractor shall, and will cause Sub-Contractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the Contractor or any Sub-Contractors to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the Contractor.
- A. Hurricane Watch: Upon designation of a hurricane watch, Contractors shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with City personnel in protecting other structures at the site.
 - B. Hurricane Warning: No mobile "temporary facility" under the control of the City of Hollywood, or on City property, shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall comply.

END OF SECTION

SECTION 00 13 10
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Format.
- C. Review and evaluation.
- D. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit draft of proposed complete bar chart schedule for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- B. Within 10 days after joint review, submit revised Progress Schedule.
- C. Submit updated schedules with each Application for Payment.
- D. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.

3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 FORMAT

- A. Microsoft Project or similar computer program generated bar chart schedule to include at least:
 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 2. Listings identified by Specification Section number.
 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.

- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.5 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 00 13 40

SHOP DRAWINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date 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 00 16 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 thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project Title and Number
 - 3. Contractor's name and address
 - 4. 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 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.

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 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 3½" by 3½", located adjacent to the title block. The title block shall display the following:
 1. Project title and number
 2. Name of project building or structure
 3. Number and title of the shop drawing
 4. Date of shop drawing or revision
 5. Name of Contractor and subcontractor submitting drawing
 6. Supplier/manufacturer
 7. Separate detailer when pertinent
 8. Specification 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.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks 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 samples of each item shall be submitted

C. Each sample shall have a label indicating:

1. Name of project
2. Name of Contractor and subcontractor
3. Material or equipment represented
4. Place of origin
5. Name of producer and brand (if any)
6. Location in project
7. Submittal Number

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the 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

SECTION 00 14 10

TESTING AND TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ, and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:
 - a. Excavating, Backfill and Compacting: Section 00 22 21
 - b. Paving: Section 00 23 00
 - c. Cast-in-Place and Poured Concrete: Section 00 31 00

C. The following schedule defines the responsibility for various tests.

<u>Test</u>	<u>Notes</u>	<u>Paid for By</u>
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq.ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 15050	Contractor
Bacteriological	As required by local and state agencies.	Contractor

LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

- A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two 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	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

- A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

- A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

- A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 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 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6 inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

- A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.
- B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit 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.

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

SECTION 00 17 00
CONTRACT CLOSEOUT

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. Start-Up: Section 00 16 57
 - 2. Cleaning: Section 00 17 10.
 - 3. Project Record Documents: Section 00 17 20.
 - 4. Operating and Maintenance Data: Section 00 17 30.
 - 5. Warranties and Bonds: Section 00 17 40.

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 00 17 30.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 00 16 57.
 - 3. All start-up and demonstration testing completed and Certificates of Completed Demonstration submitted to the requirements of Section 00 16 50.
 - 4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 00 17 20.
 - 5. All training of Owner's personnel completed.
 - 6. All areas to be used and occupied are safe, operable in automatic and complete.

00 17 00-1

7. All building occupancy certificates have been issued by the appropriate building permitting agency.
 8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 00 17 40.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.

- g. Deductions for reinspection payments.
 - h. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 17 20

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.

- 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.

- 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 of his authorized representative
- B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary 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 sepia 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. Four (4) sets of paper plans drawings signed and sealed by a professional land surveyor licensed in the State of Florida and PDF files at original page size at 300 dpi or greater DVD(s)/CD(s) containing AutoCad, version 14, or later drawing files and PDF files at original page size at 300dpi or greater.

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 include to accurately and fully represent the as-built conditions.
3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)
4. No 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 minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20 foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three way horizontal dimensions less than 100 feet, each. Three way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between sanitary hazards to potable water and reclaimed water mains per FDEP shall be shown.
6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each

structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e.-constructed feature labeled as “A”, permanent feature labeled as “B”, “A”-“B” dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) 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 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.

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 08 00, Supplementary Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 17 30

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 00 13 40: Shop Drawings
2. Section 00 17 20: Project Record Documents
3. Section 00 17 40: Warranties and Bonds

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.
- B. Hard Copy Format:
 - 1. Size: 8½" x 11 inches
 - 2. Paper: 20 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
 - 7. Binders:
 - a. Commercial quality three-post binders with durable and cleanable plastic covers.
 - b. Maximum post width: 2 inches.
 - c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to content of the volume.
3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each
 - d. Local source of supply for parts and replacement
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.
2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed
 - b. Clearly identify data applicable to installation
 - c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit four copies of the complete manual in final form.
- B. Content: for architectural products, applied materials and finishes:
1. Manufacturer's data, giving full information on products
 - a. Catalog number, size, and composition
 - b. Color and texture designations
 - c. Information required for reordering special manufactured products
 2. Instructions for care and maintenance
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.
 - a. Applicable standards
 - b. Chemical composition
 - c. Details of installation
 2. Instructions for inspection, maintenance and repair
- D. Additional requirements for maintenance data: Respective sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 0 01 740

WARRANTIES AND BONDS

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
3. Labor and Material Payment Bond: Section 00 06 45

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 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
 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 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than \$1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.
- D. Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 18 00

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.

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

SECTION 00 21 00

EXCAVATION, BACKFILL AND EMBANKMENT

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:
 - 1. Stripping, storing and replacing topsoil;
 - 2. Excavation and backfill for pipe trenches;
 - 3. Excavation and embankment for road, grading and drainage of the site;
 - 4. Excavation and backfill for buildings and structures; and
 - 5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

- A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation be employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have no claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.
- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not

required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

- C. The term "subgrade" as used herein shall have the meaning given below:
1. The bed of a trench prepared as specified to receive pipes or other conduits;
 2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;
 3. The surface of excavation or embankment areas prepared to receive topsoil; and
 4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

- A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six (6) inches. On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.
- B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two (2) inches for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

- A. In locations where the working space is limited, the material excavated from the first one hundred (100) feet of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

- B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

- A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.
- B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.
- C. No timber sheeting, bracing or shoring shall be left within eighteen (18) inches of any natural ground surfaces or within twelve (12) inches of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system no vertical member shall remain directly over the pipe and no horizontal member shall remain within twelve (12) inches of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

- D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.
- B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

- A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.
- B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:
 - 1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.
 - 2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled

and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.
- C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

- A. From the subgrade elevation to an elevation at least twelve (12) inches above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than twelve (12) inches nor more than sixteen (16) inches wider nor more than eight (8) inches in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.
- B. From a point twelve (12) inches above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus forty (40) inches. If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.
- C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six (6) inches below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches

are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

- A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower ninety degrees (90E) of the circumference of the pipe, i.e., so that one-fourth of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to insure that the barrel of the pipe will rest for its entire length upon the trench bottom.
- B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support ninety degrees (90E) of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.
- C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

- A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.
- B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.
- C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.
- D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

- A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred (300) feet and one hundred (100) feet, respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least twenty (20) feet in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five (5) feet of the end of the open trench.
- B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.
- C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

- A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.
- B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- C. The Contractor shall not obstruct fire hydrants.
- D. The roadway on one side of the line of work shall be kept open at all times.
- E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three (3) feet in width, shall be preserved free from all obstruction.

- F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.
- G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

- A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.
- B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.
- C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

- A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.
- B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.
- C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.
- D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

- A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.
- B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four (4) inches diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.
- C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.
- D. The material for embankment shall be deposited in layers of not more than nine (9) inches in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one (1) foot above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three (3) feet above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

- A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:

1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and
 2. Eliminate settlement of the backfilled material.
- B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.
- C. The procedure of backfilling shall be as follows:
1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two (2) feet above the top of pipe or conduit, shall be refilled with clean earth deposited in four (4) inch layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.
 2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.
 3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six (6) inches in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.
 4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.
- D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

- E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.
- F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two (2) feet above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stones not more than six (6) inches in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.
- G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.
- H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.
- I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.
- J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

- A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.
- B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.
- C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as will not detract from the general appearance of the improvement and shall not create unsatisfactory conditions.
- D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.
2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.
3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.
2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six (6) inches in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

- B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.
- B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.
- C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.
- D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of

excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

- E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.
- B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.
- C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of

removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.
- D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer,, and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

- A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

- B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

- A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.
- B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.
- C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred (200) feet from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

- A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.
- B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 03 30 00

CAST IN-PLACE AND POURED CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.
- B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS – All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS – ACI 301 "Specifications for Structural Concrete for Buildings", ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

- A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.
- C. Slump: ASTM C-143
- D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.
- E. Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

- 2.01 PORTLAND CEMENT – Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.
- 2.02 CONCRETE AGGREGATE – Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

A. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

<u>Total Retained On</u>	<u>Percent Retained</u>
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

3. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

B. Coarse Aggregate.

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable,

thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER - Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.
- B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.
- C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

- D. Tie Wire: 16 gauge minimum, black, soft annealed.
- E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

2.05 FORM WORK

- A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.
- B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than 3/4 inch.
- C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.
 - 1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.
 - 2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.
- D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 2 inch wide on each leg.
- E. Steel Forms. Uncoated steel, 3/16 inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wool and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.
- F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.
- G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inch, adhered with an approved two part epoxy.

- H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.
- J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.
- K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:
 - 1. Working drawings of formwork are submitted.
 - 2. Internal form ties are regularly spaced no less than 48 inches each way, and are made watertight.
 - 3. Form ties have removable cones, which are filled to match concrete.
 - 4. Joints in panels are fully watertight.
 - 5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.
- L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.
- M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.
- N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.
- O. Shoring: As designed and executed by Contractor to support all loads.
- P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4 inch chamfer at exposed edges of concrete members.

- Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

- A. Air Entraining Admixture: ASTM C260.

- B. Water Reducing and Retarding Admixture:

1. Concrete without Superplasticizer:

- a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
- b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
- c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

2. Concrete with Superplasticizer:

- a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rheoplastic state in excess of two hours if necessary.
- b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if

variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

2.07 GROUT

- A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.
- D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

- A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.
- B. Membrane: 6 mil polyethylene film.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6 inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.

- D. Preformed Expansion Joint Filler:
1. Bituminous type conforming to the requirements of ASTM D994.
 2. Nonextruding type, self expanding cork, 3/4 inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.
- E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- F. Tongue and Groove Joint Forms: 24 gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- G. Inserts: Galvanized steel to fit the proposed hanger or support.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one part cement to two and on-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- I. Burlap Mats: Conform to AASHTO Specification M182.
- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concrecive 1001-LPL, or equal.
- K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

- A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.
- B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.

- C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than 4% of the area of cross section on which strength is calculated or which is required for fire protections.
- D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.
- E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:
 - 1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

- A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:
 - 1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.
 - 2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.
 - 3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.
 - 4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.
 - 5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 - EXECUTION

3.01 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty (30) nor more than fifty (50) percent of the total weight of the aggregate.

- B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4) inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.
- C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.
- D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M. designation C-94).
 - 1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.
 - 2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.
 - 3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

- A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).
- B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.
- C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

1. Date and time leaving plant	Additives (if any)
2. Type of cement and weight	Site arrival time
3. Quantity of water and time added	Site leaving time
- D. Concrete
 - 1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.
3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.
2. Excessive over-mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.
3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.
4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.
2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.
2. Maximum Water-Cement Ratio:
 - .37 (lbs/lb) - Concrete with superplasticizer
 - .45 (lbs/lb) - Class A concrete without superplasticizer
 - .55 (lbs/lb) - Class B concrete without superplasticizer
 - .65 (lbs/lb) - Class C concrete without superplasticizer
3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.

7 inches plus or minus 1 inch for Class A and B with superplasticizer.

8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.
2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.
4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.
5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The

placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.
7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.
2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.
- B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.
1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.
 2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.
 3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

- A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.
- B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond.

1. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.
- C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.
- D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.
- E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.
- F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.
- B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.
- C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

- D. Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.
- E. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.
- F. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.
- G. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.
- H. Box out for all temporary openings and build forms to seal them up when and as required.
- I. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.
- J. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.
- K. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.
- L. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.
- L. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

<u>Structural Member or Condition</u>	<u>Normal Strength Concrete</u>	<u>Normal High-Early Strength Concrete</u>	<u>Minimum Compressive Strength for Form Removal (% Design Strength)</u>
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, column and piers	5 days	3 days	70
Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

- A. Repair of Surface Defects:
1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

<u>Finish Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than 2 inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, and fill depressions 3 inches or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

- a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

Finish
Designation

Area Applied

S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than 10%: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
S-5	Exposed edges of slabs, floors and tops of walls: Finish with a 3 inch radius edge if a chamfer is not indicated.

- C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10 foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.
- D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.
- E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is

thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

- F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.
- G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.08 TESTS

- A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.
- B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.
- C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.
- D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.
- E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.09 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

- A. Expansion Joints shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the

drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

- B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.
- C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 260500
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work to be performed under the sections of Division 26 includes all labor, materials, and equipment required to install complete electrical systems as described in these specifications and as shown on the drawings. This section includes information common to two or more technical specification sections or items that are of a general nature, not conveniently fitting into other technical sections.
- B. Before submitting a bid, the Contractor shall examine the drawings and specifications, visit the work site, and be informed of local conditions, all federal, state and local ordinances, regulations and all other pertinent items which may affect cost, schedule, and completion of this project.
- C. Drawings accompanying these specifications are a part of these specifications. Drawings are intended to show general arrangement, design, and extent of work and are diagrammatic. Drawings are not intended to show exact locations except where dimensions are shown. Any substantial differences existing between drawings and conditions in the field shall be submitted to the Engineer for consideration before proceeding with work. Electrical work is shown on plans using standard industry symbols.
- D. Before ordering materials or doing work, the Contractor shall verify all measurements pertaining to work scope and assume installation responsibility for complete and fully functional electrical systems.
- E. The electrical work included in all other divisions of this specification and related documents is the responsibility of the contractor performing the division 26 work unless specifically noted otherwise.

1.3 QUALITY ASSURANCE

- A. Manufacturer references used herein are intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply.
- B. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and the assigned space and for obtaining the performance from the system into which these items are placed.

- C. All materials shall be listed by and shall bear the label of an approved electrical testing laboratory. If none of the approved electrical testing laboratories has published standards for a particular item, then other national independent testing standards, subject to approval by the Engineer, shall apply and such items shall bear those labels. Where one of the approved electrical testing laboratories has an applicable system listing and label, the entire system shall be so labeled. The Contractor shall not modify new equipment in such a way as to nullify the Testing Laboratories label. All equipment and materials shall be used or installed in accordance with any instruction included in the listing by the laboratory.

1.4 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of local codes and regulations, the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, and current manufacturing standards (including NEMA) and any additional local modifications enacted by the Local Authority Having Jurisdiction. Contractor shall be responsible to verify what if any local modifications are in place or enacted by the Local Authority Having Jurisdiction.
- B. All work shall be installed in accordance with NECA standards of installation.
- C. All work shall conform where applicable to the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), Part 1910, "Occupational Safety and Health Standards." This shall include any local or state modifications enacted by the Authority having Jurisdiction.

1.5 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Owner. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.
- B. This Contractor shall restore any circuit interrupted because of this work to proper operation as soon as possible.

1.6 TEMPORARY CONSTRUCTION POWER

- A. Provide temporary lighting and construction power for the project. Pay the usage charges to the serving utility for electric service associated with temporary lighting and power for construction.

1.7 OMISSIONS

- A. No later than ten (10) days before bid opening, The Contractor shall call to the attention of the Engineer any materials or apparatus the Contractor believes to be inadequate and to any necessary items of work omitted.

1.8 SUBMITTALS

- A. Refer to Division 01 for Submittal requirements.

- B. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name or number, as indicated in the contract documents. Failure to do this may result in the submittal(s) being returned to the Contractor for correction and resubmission. Failing to follow these instructions does not relieve the Contractor from the requirement of meeting the project schedule.
- C. On request, the Contractor shall furnish additional drawings, illustrations, catalog data, performance characteristics, etc. to clarify intent of construction or operations.
- D. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.
- E. The submittals must be approved before fabrication.

1.9 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet Project conditions, including changes to work specified in other Sections. Obtain written permission of Engineer before proceeding.
- C. Tools, materials, and equipment shall be confined to areas designated by the Construction Manager

1.10 WORK SEQUENCE AND SCHEDULING

- A. See the General Conditions of the Contract, Scheduling and Coordination of Work, and Time for Completion of the Project, and General Requirements, Mutual Responsibility for additional requirements.

1.11 WORK BY OTHER TRADES

- A. Every attempt has been made to indicate in this trade's specifications and drawings all work required of this Contractor. However, there may be additional specific paragraphs in other trade specifications and addenda, and additional notes on drawings for other trades which pertain to this Trade's work, and thus those additional requirements are hereby made a part of these specifications and drawings.
- B. Electrical details on drawings for equipment to be provided by others is based on preliminary design data only. This Contractor shall lay out the electrical work and shall be responsible for its correctness to match equipment provided by others.

1.12 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Refer to Division 1, General Requirements, Operating and Maintenance Instructions for additional requirements.

1.13 TRAINING

- A. Instruct Owner's personnel in the proper operation and maintenance of systems and equipment provided as part of this project; video record all training sessions. Use the Operating and Maintenance manuals during this instruction. Demonstrate startup and shutdown procedures for all equipment. All training to be during normal working hours.
- B. The requirement for recording training sessions may be deleted on some projects but not the requirement for the training itself.
- C. Refer to other sections in Division 26 for specific section and equipment training requirements.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Reference applicable sections within Division 26.

PART 3 – EXECUTION

3.1 WORK INCLUDED

- A. The scope of work shall include all work, including all labor, materials and equipment, testing required to install a complete electrical system as indicated in the project Manual. The Project Manual consists of the bidding documents, the contract, specifications, contract drawings and all subsequent addenda and modifications. The contractor shall furnish and install all necessary materials, apparatus, and devices to complete the electrical equipment and systems installation herein specified, except such parts as are specifically exempted herein.
- B. All work items shown on the drawings is within the scope of work and shall be provided as indicated. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- C. In general, the specifications indicate the requirements and quality for products required and the executions for those products. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- D. If there is any discrepancy between the drawings and the specifications, it is the contractor's responsibility to notify the Engineer for resolution, prior to procuring equipment or starting work.
- E. Coordinate and verify all equipment being supplied by equipment supplier and other trades. Verify equipment size, motor HP, dimensions, locations, etc. as all are subject to change.
- F. Contractor shall verify all door swings and the location of all cabinets, diffusers, HVAC, plumbing, process and building equipment before installing electrical equipment, fixtures, outlets, and conduit.
- G. The Contractor shall provide all plywood backboards and supports for all electrical equipment as indicated on the drawings and as required or specified.

H. All permits and inspection fees required to complete the work shall be paid for by the Contractor unless noted otherwise.

I. All electrical equipment and fixtures shall be installed in complete accordance with the manufacturers' recommendations.

J. Contractor shall provide all motor connections as shown on the drawings and as specified herein.

3.2 CONCRETE

A. All concrete work required for the proper installation of electrical equipment including transformer(s), switchboard(s), switchgear and motor control center pads and other equipment pads shall be provided by the Contractor and shall conform to specifications in Division 3.

3.3 SITE WORK

A. The Contractor shall provide excavation and backfill for all electrical underground work as indicated on the drawings and as required. The Contractor shall perform this work and provide compaction as specified in Division 2. Finish grading and final restoration shall be by the General Contractor.

3.4 CONFIRMATION OF ELECTRIC SERVICE

A. Consult with Electric Utility to verify service information specified herein and shown on drawings before submitting bid.

B. The Electrical Contractor shall initiate the electrical service application.

3.5 PERMITS, FEES, TAXES, INSPECTIONS

A. Procure all applicable permits and licenses.

B. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.

C. Electrical contractor to pay all charges for permits or licenses.

D. Pay all fees and taxes imposed by State, Municipal, and other regulatory bodies.

E. Pay all charges arising out of required inspections by an authorized body.

F. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.

G. Where applicable, all fixtures, equipment and materials shall be listed by Underwriter's Laboratories, Inc. or a nationally recognized testing organization.

3.6 METERING

A. Consult with Electric Utility regarding service entrance requirements and metering equipment.

3.7 SERVICE INSTALLATION

- A. The service installation shall comply with the latest applicable standards of the utility. Refer to the current electrical service installation manuals.
- B. The Contractor shall meet with the electric utility prior to rough-in to review and coordinate the installation of the electrical service and verify existing conditions and specific requirements.

3.8 BUILDING ACCESS

- A. Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this contractor, restore any opening to its original condition after the apparatus has been brought into the building.

3.9 EQUIPMENT ACCESS

- A. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance.

3.10 COORDINATION

- A. The Contractor shall cooperate with other trades and the Owner's construction representative in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the electrical work to better fit the general installation, such work shall be done at no extra cost, provided such decision is reached prior to actual installation.
- B. The Contractor shall verify that all devices are compatible for the surfaces on which they will be used. This includes, but is not limited to, light fixtures, panelboards, devices, etc. and recessed or semi-recessed heating units installed in/on architectural surfaces.
- C. Coordinate all work with other trades prior to installation. Any installed work that is not coordinated and that interferes with another trades work shall be removed or relocated at the installing contractor's expense.

3.11 HOUSEKEEPING AND CLEAN UP

- A. Refer to Division 1, General Requirements, and Cleaning for additional requirements.
- B. The Contractor shall clean up and remove from the premises, on a daily basis, all debris and rubbish resulting from its work and shall repair all damage to new and existing equipment resulting from its work. When job is complete, the Contractor shall remove all tools, excess material and equipment, etc., from the site.

END OF SECTION 260500

SECTION 260502
ELECTRICAL DEMOLITION AND ALTERATION

PART 4 – GENERAL

4.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.
- B. Section 260500 “Common Work Results for Electrical.”
- C. NFPA 70 – National Electrical Code

4.2 COORDINATION

- A. Coordinate sequencing with Owner and other Contractors. Coordinate scope of work with all other Contractors and the Owner at the project site. Schedule removal of equipment and electrical service to avoid conflicts.

4.3 SUMMARY

- A. Electrical Demolition
- B. The drawings are intended to indicate the scope of work required and do not indicate every box, conduit, or wire that must be removed. The Contractor shall visit the site prior to submitting a bid and verify existing conditions.

4.4 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Utility Co. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.
- B. This Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible. Include here any project specific construction staging for electrical work or limited working hours to perform electrical cut-over.
- C. Prior to demolition or alteration of structures, the following shall be accomplished:
 - 1. Owner release of structure.
 - 2. Disconnection of electrical power to utilization equipment and circuits removed or affected by demolition work.
 - 3. Electrical services rerouted or shut off outside area of demolition.
 - 4. Survey and record condition of existing facilities to remain in place that may be affected by demolition operations. After demolition operations are completed, survey conditions again and restores existing facilities to their predemolition condition.

5. Notify utilities prior to razing operations to permit them to disconnect and remove or relocate equipment that served existing facilities.
6. Contractor shall notify Architect/Engineer of existing code violations observed during the course of performing his work. If corrective action needs to be taken that changes the scope of the work, corrective action to proceed only after approved by Architect/Engineer.
7. Provide temporary wiring and connections to maintain existing systems in service during construction. Assume all equipment and systems must remain operational unless specifically noted otherwise on drawings.
8. Existing Electrical Service: Maintain existing system in service until new system is completed and ready for service. Disable system only to make switchovers and connections. Obtain permission no fewer than seven days in advance of proposed interruption of electric service before partially or completely disabling system. Minimize outage duration. If required, make temporary connections to maintain service in areas adjacent to work area. Do not proceed with interruption of electric service without Owner's written permission.

PART 5 – PRODUCTS

5.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work as specified in the individual Sections.

PART 6 – EXECUTION

6.1 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned equipment or facilities. Extend conduit and wire to facilities and equipment that will remain in operation following demolition. Extension of conduit and wire to equipment shall be compatible with the surrounding area.

6.2 PREPARATION

- A. Where walls, ceilings, structures, etc., are indicated as being renovated and/or removed on general drawings, the Contractor shall be responsible for the removal of all electrical equipment, devices, fixtures, raceways, wiring, systems, etc., from the removed area.
- B. Where ceilings, walls, structures, etc., are temporarily removed and replaced by others, this Contractor shall be responsible for the removal, storage, and replacement of equipment, devices, fixtures, raceways, wiring, systems, etc.

6.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Repair adjacent construction and finishes damaged during demolition and extension work. Patch openings to match existing surrounding finishes.

- B. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- C. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified. This includes the extension of the circuit from the last active device to the next device in the system to be activated.
- D. Equipment removal in certain locations may require the installation of a junction box to reconnect circuits that remain in operation. Extend conduit and wiring as required to maintain power to remaining equipment.
- E. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- F. Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

6.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or are to be reused.
- B. Panelboards: Within the project scope. Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Electrical items (i.e., lighting fixtures, panelboard motor controllers, disconnects, switches, conduit, wire, etc.) Removed and not relocated remain the property of the owner. The contractor shall dispose of material the owner does not want.

6.5 ASBESTOS REMOVAL

- A. If this Contractor shall discover the presence of asbestos material, he shall cease work immediately and notify Owner architect and Engineer of condition.

6.6 INSTALLATION

- A. Install relocated materials and equipment under the provisions of Division 26 Specifications.

END OF SECTION 260502

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 7 – GENERAL

7.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

7.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

7.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

7.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

7.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 8 – PRODUCTS

8.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. [Alpha Wire.](#)
 - 2. [Belden Inc.](#)
 - 3. [Encore Wire Corporation.](#)
 - 4. [General Cable Technologies Corporation.](#)
 - 5. [Southwire Incorporated.](#)

- B. Aluminum and Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2, Type THHN-THWN-2, Type USE.
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for Type USE with ground wire.
- E. All conductors shall be rated 600 volts.

8.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. [AFC Cable Systems, Inc.](#)
 - 2. [Gardner Bender.](#)
 - 3. [Hubbell Power Systems, Inc.](#)
 - 4. [Ideal Industries, Inc.](#)
 - 5. [IlSCO](#); a branch of Bardes Corporation.
 - 6. [NSi Industries LLC.](#)
 - 7. [O-Z/Gedney](#); a brand of the EGS Electrical Group.
 - 8. Thomas and Betts Corp.
 - 9. [3M](#); Electrical Markets Division.
 - 10. [Tyco Electronics.](#)
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
 - 1. Split Bolt Connectors: Not acceptable.
 - 2. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
 - 3. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
 - 4. All wire connectors used in underground or exterior pull boxes shall be gel filled twist connectors or a connector designed for damp and wet locations.
 - 5. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
 - 6. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic copper tubing; internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.

8.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 9 – EXECUTION

9.1 CONDUCTOR MATERIAL APPLICATIONS

9.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type SE or Type USE multiconductor cable.

9.3 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

9.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

9.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

9.6 FIELD QUALITY CONTROL

- A. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 26 05 33

RACEWAYS AND CONDUITS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of raceways is indicated by drawings and schedules. Types of raceways in this section include the following:
 - 1. Electrical Metallic Tubing
 - 2. Flexible Metal Conduit
 - 3. Intermediate Metal Conduit
 - 4. Liquid-Tight Flexible Metal Conduit
 - 5. Rigid Metal Conduit
 - 6. Rigid Nonmetallic Conduit
 - 7. Surface Metal Raceways
- B. NEMA Compliance. Comply with applicable requirements to NEMA standards pertaining to raceways.
- C. UL Compliance and Labeling. Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL listed and labeled.
- D. NEC Compliance. Comply with requirements as applicable to construction and installation of raceway systems.

1.02 METAL CONDUIT AND TUBING

- A. General. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) for each service indicated. Where types and grades are not indicated, provide proper selection determined by installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.
 - 1. Rigid Steel Conduit. FS WW-C-0581 and ANSI C80.1.
 - 2. Rigid Metal Conduit Fittings. FS W-F-408.
 - 3. Use Type 1 Fittings for rain-tight connections.
 - 4. Use Type 1 Fittings for concrete tight connections.
 - 5. Use Type 3 Fittings for other miscellaneous connections.
 - 6. Electrical Metallic Tubing (EMT). FS WW-C-563 and ANSI C80.3 (allowed on a case by case basis only).

NOTE: IN GENERAL EMT RACEWAYS SHALL NOT BE USED ON THIS PROJECT

B. EMT Fittings. FS W-F-408.

1. Use Type 1 Fittings for rain-tight connections.
2. Use Type 2 Fittings for concrete tight connections.
3. Use Type 3 Fittings for other miscellaneous connections.

C. Flexible Metal Conduits. FW WW-C-566, of the following type:

1. Type 2. Zinc-coated steel
2. Flexible Metal Conduit Fittings. FS W-F-406, Type 1, Class 1, and Style A.
3. Liquid-Tight Flexible Metal Conduit. Provide liquid-tight flexible metal conduit; construct of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

1.03 RIGID NON-METALLIC CONDUIT

A. Rigid non-metallic conduit shall be Schedule 80 PVC as indicated, sunlight resistant.

2. Rigid non-metallic conduit shall be manufactured in accordance with NEMA TC-2 - Electrical Plastic Tubing and Conduit, and UL-651 - Standard for Rigid Non-metallic Conduit.
3. Manufacturers, or Approved equal
 - a. Carlon
 - b. Condux

1.04 WIREWAYS

- A. General. Provide electrical raceways of types, grades, sizes, weights (wall thicknesses), number of channels, for each type service indicated. Provide complete assembly of raceway including, but not necessarily limited to, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps and other components and accessories as needed for complete system. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and comply with applicable provisions of NEC for electrical raceways.

PART 2 - PRODUCTS

2.01 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and comply with recognized industry practices.
- B. Coordinate with other work, including metal can concrete deck work, as necessary to interface installation of electrical raceways and components with other work.
- C. Coat under floor metal raceways with bitumastic type protective coating prior to placing concrete.
- D. Level and square raceway runs, and install at proper elevations/heights.
- E. Complete installation of electrical raceways before starting installation of cables/wires within raceways.
- F. Install PVC-coated conduit and fittings in highly corrosive atmospheres, and elsewhere as indicated.
- G. Install flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration.
- H. Install liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration and also where subject to one or more of the following conditions:
 - 1. Exterior location, moist or humid atmosphere where condensate can be expected to accumulate, corrosive atmosphere, subjected to water spray, subjected to dripping oil, grease, or water.
- I. Wherever possible, install horizontal raceway runs above water and steam piping.

END OF SECTION

SECTION 260543
UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 10 – GENERAL

10.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

10.2 SUMMARY

- A. Section Includes:

1. Metal conduits and fittings, including RMC.
2. Rigid nonmetallic duct.
3. Flexible nonmetallic duct.
4. Duct accessories.

10.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Include duct-bank materials, including spacers and miscellaneous components.
2. Include duct, conduits, and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
3. Include underground-line warning tape.

- B. Sustainable Design Submittals:

1. Product Data: For adhesives and sealants, indicating VOC content.
2. Laboratory Test Reports: For adhesives and sealants, indicating compliance with requirements for low-emitting materials.

10.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: For duct and duct bank. Show duct profiles and coordination with other utilities and underground structures.

1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
2. Drawings shall be signed and sealed by a qualified professional engineer.

- B. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.

- C. Source quality-control reports.

- D. Field quality-control reports.

10.5 MAINTENANCE MATERIALS SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

10.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

10.7 FIELD CONDITIONS

- A. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted on Drawings.
- B. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 11 – PRODUCTS

11.1 METAL CONDUIT AND FITTINGS

- A. RMC: Comply with ANSI C80.1 and UL 6.
- B. Coated Steel Conduit: PVC-coated RMC
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Allied Tube & Conduit; a part of Atkore International.
 - 2. Republic Conduit.
 - 3. Thomas & Betts Corporation; A Member of the ABB Group.
 - 4. Western Tube and Conduit Corporation.
 - 5. Wheatland Tube Company.

11.2 RIGID NONMETALLIC DUCT

- A. Underground Plastic Utilities Duct: Type EPC-80-PVC and Type EPC-40-PVC RNC, complying with NEMA TC 2 and UL 651, with matching fittings complying with NEMA TC 3 by same manufacturer as duct.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Allied Tube and Conduit; a part of Atkore International.
 - 2. CANTEX INC.
 - 3. Kraloy.
 - 4. Lamson & Sessions; Carlong Electrical Products.

5. Thomas & Betts Corporation; A Member of the ABB Group.
- C. Solvents and Adhesives: As recommended by conduit manufacturer.
1. VOC Content: 510 g/L or less for PVC conduit and fittings.
- 11.3 FLEXIBLE NONMETALLIC DUCTS
- A. HDPE Duct: Type EPEC-40 HDPE and Type EPEC-80 HDPE, complying with NEMA TC 7 and UL 651A.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ARNCO Corp.
 - b. Carlton; a brand of Thomas & Betts Corporation.
 - c. Premier Conduit.
- B. Continuous HDPE: Comply with UL651A

11.4 DUCT ACCESSORIES

- A. Duct Spacers: Factory-fabricated, rigid, PVC interlocking spacers; sized for type and size of duct with which used, and selected to provide minimum duct spacing indicated while supporting duct during concreting or backfilling.
- B. Underground-Line Warning Tape: Comply with requirements for underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."

11.5 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.

PART 12 – EXECUTION

12.1 PREPARATION

- A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.

- C. Clear and grub vegetation to be removed and protect vegetation to remain according to Section 311000 "Site Clearing." Remove and stockpile topsoil for reapplication according to Section 311000 "Site Clearing."

12.2 UNDERGROUND DUCT APPLICATION

- A. Bored Underground Duct: Type EPEC-40-HDPE and Type EPEC-80-HDPE, unless otherwise indicated.
- B. Underground Ducts Crossing Paved Paths, Walks, Driveways, and Roadways]: Type EPC-40 PVC RNC, encased in reinforced concrete.
- C. Stub-ups: Concrete-encased RNC, RMC, and PVC-coated GRC.

12.3 EARTHWORK

- A. Excavation and Backfill: Comply with Section 312000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restoration: Replace area immediately after backfilling is completed or after construction vehicle traffic in immediate area is complete.
- C. Restore surface features at areas disturbed by excavation and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants."
- E. Cut and patch existing pavement in the path of underground duct, duct bank, and underground structures according to "Cutting and Patching" Article in Section 017300 "Execution."

12.4 DUCT AND DUCT-BANK INSTALLATION

- A. Horizontal Directional Drilling
 - 1. Entire drill path shall be accurately surveyed, with entry and exit stakes placed and coordinated with other contractors. If using a magnetic guidance system, entire drill path shall be surveyed for any surface geo-magnetic variations or anomalies.
 - 2. Any utility locates within 20 feet of the bore path shall have the exact location physically verified by hand digging or vacuum excavation. Restore inspection holes to original condition after verification.
- B. Underground-Line Warning Tape: Bury conducting underground line specified in Section 260553 "Identification for Electrical Systems" no less than 12 inches (300 mm) above all concrete-encased duct and duct banks and approximately 12 inches (300 mm) below grade. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

12.5 GROUNDING

- A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

12.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Demonstrate capability and compliance with requirements on completion of installation of underground duct, duct bank, and utility structures.
 - 2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 12-inch- (300-mm-) long mandrel equal to duct size minus 1/4 inch (6 mm). If obstructions are indicated, remove obstructions and retest.
- B. Correct deficiencies and retest as specified above to demonstrate compliance.
- C. Prepare test and inspection reports.

12.7 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump.
 - 1. Sweep floor, removing dirt and debris.
 - 2. Remove foreign material.

END OF SECTION 260543

SECTION 32 12 16

PAVING

PART I - GENERAL

1.01 WORK INCLUDED

- A. The work covered and described in this section includes the furnishing and construction of paved surfaces, including roadways, driveways, bicycle paths, shoulders, and other paved surfaces, or paving work as shown or indicated on the drawings, specified herein, and as listed in this contract.
- B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road Bridge Construction" latest Edition (Divisions II and III) and Design Standards", latest Edition, including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Owner/Engineer shall determine which shall govern. Reference to the Department of Transportation Standards, to the Department or its representatives shall be interpreted for this contract to be the Owner/Engineer or their authorized representative.

PART II - MATERIALS

2.01 SUBBASE

- A. The materials used should be high bearing value soil, sand-clay, ground limestone, crushed limerock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.02 BASE COURSE

- A. The base course material used shall be that specified in the plan sheets or contract documents. If no base material is specified, limerock shall be used, unless otherwise indicated. All base material shall be approved by the Owner/Engineer and supplied by the Contractor.
- B. The limerock base material shall have a minimum of 70% carbonates, calcium and magnesium and no more than 3% water sensitive clay. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10. The average LBR value of the material shall be no less than 100, nor be large amounts of extremely hard pieces of clay pockets.

- C. Soil-cement base shall be composed of a combination of soil and Portland cement uniformly mixed, moistened, compacted, finished, and cured. The soil shall be either existing in-place material or that brought from borrow locations. All soil must meet the requirements set forth in FDOT Standards and Specifications for Road and Bridge Construction Latest Edition, The cement used shall be Portland cement Type I or I-P and water shall be free from any substances deleterious to hardening of the soils-cement mixture.
 - 1. The soil-cement mixture shall be proportioned in accordance with a design mix prepared by a testing laboratory and approved by the Owner/Engineer. The design mix shall be submitted for approval at least 30 calendar days prior to beginning of soil-cement construction. The cement content shall be expressed in percentage of dry weight of the soil. Rate of application shall be based on the maximum density of the soil, determined in accordance with AASHTO T 99 and a thickness one inch greater than the base course thickness shown on the plans.
- D. Asphalt base courses shall have a bituminous material content of asphalt cement, viscosity Grade AC-20 or AC-30, meeting the requirements of FDOT Standards and Specifications for Road and Bridge Construction, Latest Edition. The bituminous mixture shall be composed of a combination of aggregate, bituminous material. The job mix formula, as established by the Contractor, must be approved by the Owner/Engineer. The asphalt base mix shall be within the design ranges specified for mix Type ABC-3 or S-II, (Use of any other mix is subject to the approval of the Owner/Engineer.). The constituents of the mixture shall be combined to produce a mixture having Marshal properties within the limits of Appropriate Table of the FDOT Standards and Specifications for Road and Bridge Construction, latest Edition.
- E. Coquina shell used in the base course shall have an organic material of not greater than 0.5% or contain significant quantities of sand or other impurities which would prevent bonding. At least ninety-seven percent (97%) of the coquina used shall pass through a three and one-half inch (3-1/2") ring.
- F. Recycled concrete aggregate used in the base course shall conform to Appropriate Section, graded aggregate base, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.03 PRIME AND TACK COATS

- A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.
- B. The prime coat shall be Cut-back asphalt Grade RC-70 or RC-250; Emulsified Asphalt Grades SS-I , CSS-I, SS-1H or CSS-1H diluted in equal proportion with

water or other types and grades of bituminous material specified or approved by the Owner/Engineer.

- C. The tack coat shall be RA-500 heated to a temperature of 250° to 300° For undiluted Emulsified Asphalt, Grades RS-1 or RS-2 heated to a temperature of 140° to 180°F,
- D. A cover material must be placed on the prime coat to insure that the prime coat remains intact until the surface course is placed.

2.04 ASPHALT WEARING SURFACE

- A. The bituminous wearing surface applied shall be that specified in the plan sheets or contract documents. If no asphalt mix is specified, Type SP-9.5 Super Pave asphaltic concrete shall be used as the paving material, unless otherwise indicated.
- B. The asphaltic mixture shall be transported to the site at a temperature of 300E F to 350E F. Mixtures that have cooled below 270E F will be rejected. The mix temperature will be taken on the first five loads each day and on an average of once every five loads thereafter.
- C. The Contractor is entirely responsible for producing a homogenous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture. Prior to the production of any asphalt paving mixture, the Contractor shall submit, in writing, a proposed job mix formula, at least two weeks prior to the beginning of any paving activities. All requests for design mix adjustments, redesigns and new design mixes will be submitted, in writing, to the Owner/Engineer.

PART III - EXECUTION

3.01 SUBBASE

- A. Prior to installation of base material, the area shall be graded to within 0.2∇ feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of seventy-five (75) psi or limerock bearing ratio (LBR) greater than forty (40) pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six inch (6") minimum depth.
- B. Density test for subbase materials shall be taken at 300 foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Owner/Engineer's discretion.

3.02 BASE COURSE.

- A. The base course shall be constructed on the prepared subgrade, in accordance with the specifications and plan sheets. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the plan sheets is subject to the approval of the Owner/Engineer. Any deviations not approved by the Owner/Engineer shall be repaired to the satisfaction of the Owner/Engineer at no expense to the Owner.
- B. Limerock Base
 - 1. Limerock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.
 - 2. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Owner/Engineer.
 - 3. The finished surface of the base course shall be checked with a template cut to the required crown and a 15 foot straight edge laid parallel to the center line of the road. All irregularities greater than 1/4" shall be corrected to the satisfaction of the Owner/Engineer.
 - 4. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200 foot intervals at various points in the cross section. Where the compacted thickness is deficient by 1/2" or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.
 - 5. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material.

C. Soil Cement Base

1. Soil-cement mixing shall be either mixed-in-place or a central plant mix.
2. If mixed-in-place, the entire width of the base shall be processed in a single operation, where possible. The specified quantity of cement shall be applied at the required rate by means of an approved method. Mixing will begin within sixty minutes after the cement has been applied. Processing may be to full depth in one course, provided that the satisfactory distribution of cement, water, soil and the specified density can be obtained. If not, construction shall be in courses of such thickness to obtain satisfactory results. Adequate bonding between courses must be achieved. After mixing soil and cement, additional water shall be added, if necessary. After all mixing water has been applied, mixing shall continue until a uniform mixture has been obtained. Excessive concentrations of water shall be avoided.
3. Central plant mixtures shall have been mixed for at least 30 seconds. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader. The layer of soil-cement shall be of uniform thickness and surface contour. The completed base will conform to the required grade and cross section.
4. Compaction of the soil-cement mixture shall begin immediately after mixing is complete. The optimum moisture content and maximum density shall be determined in the field by the methods described in AASHTO T 143. The base shall be compacted to not less than 95% of the maximum density. The soil-cement mix design shall be 350 psi at 28 days, unless otherwise indicated, and moisture content and density tests shall be taken every 300 lineal feet to a minimum depth of six inches.
5. After compaction, the surface shall be shaped to the required lines, grades and cross section. The moisture content of the surface material shall not be more than 2 percent less than the specified optimum moisture content during finishing operations. The finished surface shall be smooth, dense, and free of compaction planes, cracks, ridges and loose material.
6. Construction joints shall be formed by cutting back in the completed work to form a true vertical face. The vertical face shall be a straight transverse line perpendicular to the centerline of the roadway.
7. The finished surface of the base shall be tested with a template and a 15 foot straight edge. All irregularities greater than 1/4" shall be corrected to the satisfaction of the Owner/Engineer.

8. The finished surface shall be kept continuously moist until the surface is treated with either cut-back asphalt, Grade RC-70 applied at .15 to .20 gallons per square yard; or a mixture of emulsified asphalt and water applied at a rate of .20 to .25 gallons per square yard. If the Owner/Engineer deems it necessary, the surface shall be sanded using 10 pounds of clean sand per yard.

D. Asphalt Base Course

1. Asphalt base courses shall be applied in accordance with FDOT Standards and Specifications for Road and Bridge Construction, Appropriate Section. The job mix formula approved for the project shall be used. Any deviation from the approved mix must be submitted to the Owner/Engineer and approved before being implemented.
2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least 40° and rising, provided that the sub-grade is not frozen or affected by frost.
3. A paver, equipped with automatic screed control, shall be used for all machine-laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the string line method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between 300°F and 350°F. Any mixture caught by rain in transit may be laid at the contractor's own risk; if removal and replacement is required, it shall be at the expense of the contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall match those listed in the table below.

E. Recycled Concrete Base Course

1. Recycled concrete base course shall be transported, spread compacted and finished per Appropriate Section, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
2. The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

F. Compaction.

1. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit his sequence of compaction operations to the Owner/Engineer for approval. The equipment used may include, but is not committed to steel-wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.
2. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken for each day's production of paved surface; backscatters shall be taken every 30 feet at various locations in the cross section. Additional testing around manholes or other structures may be required.
3. Testing and density requirements shall not apply to the following construction activities: Asphalt patching courses, leveling and intermediate course less than one inch thick, overbuild courses less than one-inch thick and open graded friction courses.

G. Shell Base Material

1. Shell base material shall be constructed on the prepared subgrade in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.
2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for limerock base, except that the testing methods shall be modified in the laboratory and in the field. At least three density determinations shall be made on each day's final compaction operations.
3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be rewatered and compacted to the required density. The finished surface shall be tested with a template and 15 foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

3.03 ASPHALT WEARING SURFACE

- A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the plans and specifications and in conformity with the indicated lines, grades, and cross sections. If no asphalt mixture is indicated, the specified mixture shall be Type SP-9.5 Super Pave Asphaltic Concrete. A job mix formula shall be submitted to the Owner/Engineer for approval at least two weeks prior to the application of paved surfaces.
- B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by the Owner/Engineer. The temperature shall be at least 40° F and rising. No paving operations will be permitted if it is raining or rain is imminent. The mix shall be between 270°F and 350°F.
- C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the string line method. The depth of each layer shall be checked every 50 feet.
- D. The mixture shall be compacted to its final depth, no less than 1 1/4" and thicker if so indicated. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.
- E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset 6" to 12" laterally between layers.
- F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.
- G. The finished surface shall be tested with a template and 15 foot rolling straight edge. Any irregularities shall be repaired to the satisfaction of the Owner/Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Owner/Engineer.

3.04 CURING COAT

- A. During the period when finishing and surface corrosion of the soil-cement base are being accomplished, the surface of the base shall be kept continuously moist by sprinkling as necessary. As soon as deemed practicable, the curing seal shall be applied to the soil-cement base. The curing seal shall consist of Emulsified Asphalt Grade SS-I or SS-1H, diluted in equal proportion with water, and be applied at the rate of 0.15 to 0.30 gallons per square yard.

- B. The actual rate of application shall be as directed and shall provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense and free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration to the bituminous materials.
- C. Should it be necessary to allow construction equipment or other traffic to use the completed base before the bituminous material has cured sufficiently to prevent pickup or displacement; the bituminous material shall be sanded, using approximately ten pounds of clean sand per yard.

END OF SECTION

SECTION 32 30 00

RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.
- B. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

- A. Standards -Florida Grades and Standards for Nursery Plants, Part 1:
- B. Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

- A. Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. Sod placed in FDOT right-ofway shall be Bermuda.
- B. Sod shall have well matted roots.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.
- D. The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.
- E. Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.
- F. The source of the sod may be inspected and approved by the Engineer prior to construction.

2.02 PLANTS

- A. Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.
- B. Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.
- C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.
- D. Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.
- E. Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

- A. Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

- A. The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic. Contractor is responsible for cost of water. Contractor shall obtain and pay for temporary construction meter if obtained from an existing hydrant.

2.05 PLANTING MIXTURE

- A. The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

- A. Fertilizer shall be granular 8-8-8, or equivalent.
- B. Commercial fertilizers shall comply with the State fertilizer laws.
- C. Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

- A. Asphaltic concrete for surface and base course applications shall be SP9.5 as

specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

- A. Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

- A. All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.
- B. Lawn Areas-Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.
- C. Balled Plants-Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.
- D. Option-Plants may be furnished as container grown instead of balled if all other requirements are met.
- E. Preparation of Plant Pits-All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.
- F. Setting Plants
 - 1. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.
 - 2. Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained

away, backfill around the edge of the pit to form a saucer and fill area three times with water.

G. Water-Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

H. Sod Placement

1. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
 2. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.
 3. The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.
 4. Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.
 5. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
 6. On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
 7. Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.
 8. The sod shall be kept in a moist condition after planting and for the duration of the Contract.
- I. Maintenance-Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.
- B. Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness,

and that for asphalt pavement shall be eight (8) inches of compacted thickness for City driveways. For State or County roads the thickness shall be as required by that agency's permit. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

- C. Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.
- D. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

- A. Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Department of Transportation specifications.

3.04 TESTS

- A. The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION



Addendum No. 1

US1 Undergrounding – Electrical

Project Name: Service Conversions

Client: City of Holly Hill

Project Location: Holly Hill, Florida

Client Representative: Steve Juengst

Project Number: ITB N. 26ST01

Mead & Hunt, Inc. Manager: David King, P.E.

Date: August 29, 2025

Mead & Hunt Inc. Phone: (386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

I. GENERAL

- A. Attached please find the FPL undergrounding drawings for bidders' reference.
- B. If existing conditions at individual properties have changed since the development of the construction drawings, bidders shall modify the scope of work as needed and provide bid pricing accordingly. If service has already been converted to underground and no work is necessary, then bidders should be \$0 for the address.

II. SPECIFICATIONS

- A. Bidders shall submit one original hard copy and one electronic copy on USB flash drive of bid. References to multiple hard copies in the bidding documents should be ignored.

QUESTIONS:

- 1. Will FPL provide and install the service handholes?

Answer: Yes

- 2. How are meters within building enclosures like at 1500 Ridgewood to be handled?

Answer: Bidders should provide connections to existing customer facilities with approved wiring devices per FPL standards and Building Code/NEC. Surface mount equipment above enclosure with connection through top of enclosure/door is recommended at this location. The city will assist with the coordination with property owners for these special circumstances.

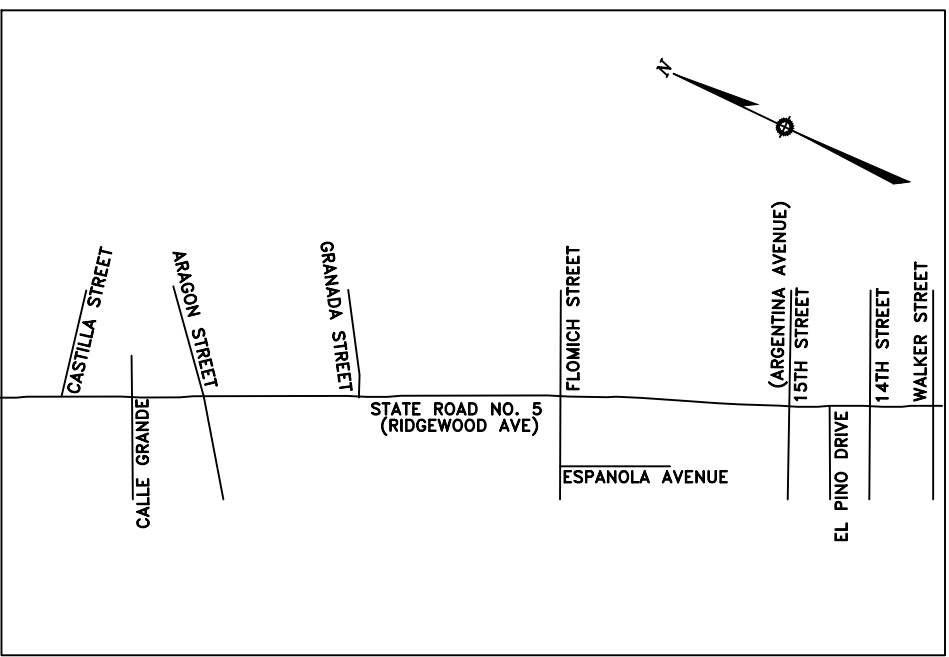
- 3. Will MOT permits be required?

Answer: No. Neither the City nor FDOT will require MOT/right-of-way permits although the Contractor shall provide the applicable MOT measures per FDOT standards for all work impacting vehicular, pedestrian and bicycle traffic.

4. On Sheets E-100 - E-219 it shows multiple services having new TPX and QPX being installed. is this correct or are we to install copper from the FPL hand hole to the new meter?
Answer: Bid drawings show copper. TPX/QPX may have been shown on preliminary plans that bidders may have been privy to.
5. On Sheets E-205 @ 1500 Ridgewood Ave. shows a structure built around the main electrical service to the building. After walking the site, we will need to remove that structure completely to perform the shown scope of work. Will we need to rebuild that structure back?
Answer: See 2 above.
6. Will FPL be providing the hand holes and installing them? Will FPL be providing a ROW for all materials and we are only responsible for the installation of conduit only?
Answer: See 1 above. Contractor to provide and install all conduit and wire.
7. On sheet E-016 located @ 1688 Ridgewood Ave & 1700 Ridgewood Ave it shows 2 buildings. on building 1688 there are 3 meters shown, on building 1700 there is no work shown. the plan E-016 shows re-routing power underground to an existing pole, from there it stops. How do we re-power building 1688 services? there is no connecting power from one existing pole to the other.
Answer: Appropriately sized conduit and wire shall be provided between transformer and handhole.
8. On sheet E-016 located @ the corner of Granada St. and Ridgewood Ave shows an underground tie in and routed to a meter in the easement in front of building 1715 Ridgewood Ave. there is currently no power to tie into on the corner. will there be power there in the future for us to extend to the existing meter shown?
Answer: FPL will provide handhole and power to that location. Note 1 reference on plans should be ignored.
9. Will a copy of the FPL plans be released with this project's bid documents?
Answer: See attached.
10. Will a permit and permit fees be needed for each of the 35 service conversions? Will we need to also apply for ROW permits with any work that might need to have their scope involved, like working in the right of way or setting up in the right-of-way for work in the driveways entering the property?
Answer: Contractor is responsible for acquiring individual building/electrical permits; city will waive fees. See 3 above regarding ROW permits.
12. All the plans show HDPE conduit to be installed. if we are not directional drilling the conduit and we are hand digging some area's can we use PVC conduit, if so please specify what type of PVC conduit is allowed or permitted on this project.
Answer: SCH 40 PVC is acceptable for underground conduit (SCH 80 PVC shall be used for all above ground conduit).
13. Are Electrical contractors allowed to submit a bid as Prime contractor or do they have to be a subcontractor under a General Contractor?
Answer: Duly licensed/bonded electrical contractors can bid as prime.

END OF ADDENDUM

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



LOCATE MARKINGS COLOR COD

LEGEND & ABBREVIATIONS:

DESCRIPTION:

A portion of Section 42, Township 14 South, Range 32 East, lying in Volusia County, Florida.

SURVEYOR'S REPORT:

- NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

ATTENTION

IMPORTANT: THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY. ANY COSTS COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT, SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE A SUSTAINABLE FACILITY INCLUDING ANY EASEMENT THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE RESTRUCTURING OR TO RECAVATE IN CLOSE PROXIMITY TO THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

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PLACEMENT.
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

CAD NAME: PLOT TIME: 14:10:10 PLOT DATE: 12/20/2024

PAD MOUNT TRANSFORMER INSTALLATION
- ALL PMTX ARE TO BE INSTALLED IN 10' UTILITY EASEMENT IN FRONT OF PROPERTY ALL PMTX MUST MAINTAIN A MINIMUM 3' CLEARANCE ON THE SIDES & BACK OF TX, AND 8' MINIMUM CLEARANCE IN FRONT PER DCS UN-21.0.0

REPLACE 150 KVA PMTX (CE) WITH 150 KVA PMTX (CT) (2 [1 STANDARD & 1 N.O.])
INSTALL 150 KVA 3ø PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 12, LOC 27 (N.O.)

REPLACE 300 KVA PMTX (CE) WITH 300 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 300 KVA 3ø PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 13

REPLACE 500 KVA PMTX (CE) WITH 500 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 500 KVA 3ø PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 14

INSTALL 25 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 25 KVA Aø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 11
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 50 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 50 KVA Bø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 20
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 75 KVA Cø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 23
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 100 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 100 KVA Bø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 21
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 167 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 167 KVA Bø PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 22
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75/50 KVA PMTX (4 [3 STANDARD & 1 N.O.])
- INSTALL 75/50 KVA PH ABø PMTX (120/240V) (2) PER DCS I-68.0.2 @ LOC 16 (N.O.), LOC 30
- INSTALL 75/50 KVA PH BCø PMTX(120/240V) (2) PER DCS I-68.0.2 @ LOC 24, LOC 26
- INSTALL CONCRETE PAD PER UX-115.0.1

INSTALL 100/50 KVA PMTX (2 STANDARD TOTAL)
- INSTALL 100/50 KVA PH BCø PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 28
- INSTALL 100/50 KVA PH CAø PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 29
- INSTALL CONCRETE PAD PER UX-115.0.1

CHANGE TRANSFORMER TO NORMALLY OPEN (1 TOTAL)
- CHANGE 150 KVA 3ø PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 33
- CHANGE 1000 KVA 3ø PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 32
-

Secondary/Service Cable Notes				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Conduit
11-11.1	1/0A TPX	83	74	1-2" HDPE
16-16.1	2-4/0A TPX	442	433	2-2" HDPE
16-16.2	4/0A OPX	205	196	1-2" HDPE
16-16.3	4/0A TPX	46	37	1-2" HDPE
20-20.1	4/0A TPX	35	26	1-2" HDPE
20-20.3	2-4/0A TPX	223	214	2-2" HDPE
20-20.2	4/0A TPX	191	182	1-2" HDPE
21-21.1	4/0A TPX	99	90	1-2" HDPE
22-22.1	2-4/0C TPX	185	176	2-2" HDPE
24-24.1	1/0A TPX	179	170	1-2" HDPE
24-24.2	2-4/0A TPX	252	243	2-2" HDPE
28-28.1	2-4/0C OPX	229	220	2-2" HDPE
28-28.2	2-4/0A TPX	218	209	2-2" HDPE
29-63	1/0A TPX	65	51	1-2" HDPE
29-29.1	4/0A OPX	194	185	1-2" HDPE
29-29.2	2-4/0C TPX	175	166	2-2" HDPE
29.2-64	2-4/0C TPX	316	305	2-2" HDPE
29-29.3	2-4/0A OPX	255	246	2-2" HDPE
30-30.1	4/0A OPX	166	157	1-2" HDPE
30-30.2	2-4/0A TPX	197	188	2-2" HDPE
30-30.3	2-4/0A TPX	250	241	2-2" HDPE
30.3-72	1/0A TPX	70	59	1-2" HDPE
30.3-73	4/0A TPX	87	76	1-2" HDPE
TOTAL		4162	3944	

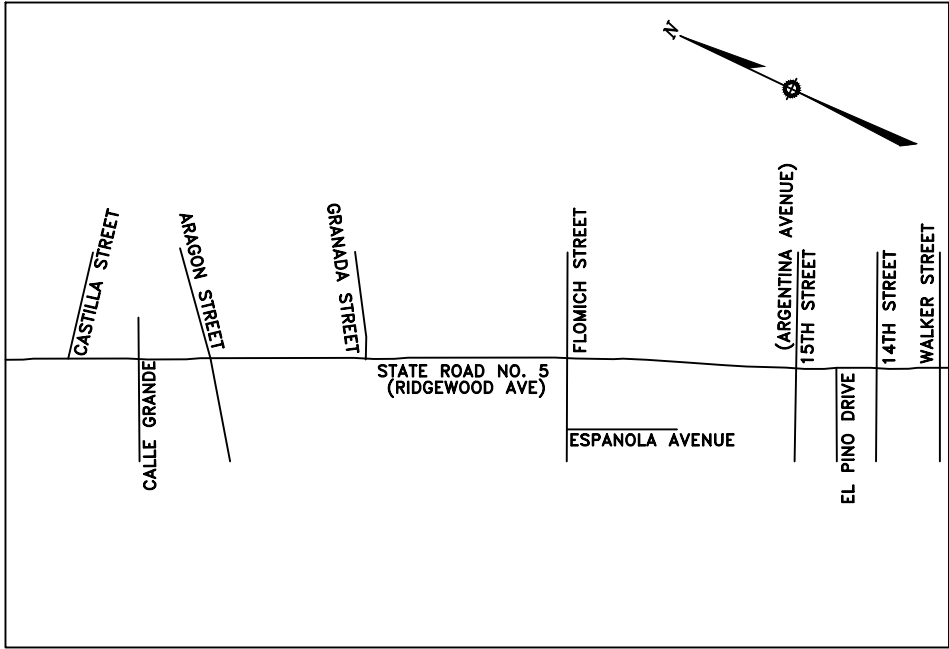
ATTENTION
ROW AGREEMENT

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DISCLAIMER:
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CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



- EDGE OF PAVEMENT
- EXISTING RIGHT OF WAY
- PROPOSED EASEMENT
- PROPOSED PRIMARY
- PROPOSED SPLICE BOX
- PROPOSED HANDHOLE

UTILITY LEGEND

- CENTURYLINK CABLES
- SEWER GRAVITY MAIN
- WATER MAIN
- GAS MAIN

- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCOS OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
 - CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
 - PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

P.M. DISC. SW# 1	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#	SW.#
SE TO PMDS #2	NW TO RISER POLE
COMP #2	
SW.#	SW.#18078
COMPARTMENT 4	COMPARTMENT 3
A - FUTURE	A XXXX1-1
B - FUTURE	B XXXX2-1
C - FUTURE	C XXXX3-1
	FUSE 3ø @ 125 "E"

P.M. DISC. SW# 2	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#	SW.#
SE TO PMDS# 3	NW TO PMDS# 1
COMP# 2	COMP# 1
SW.#	SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-1	A XXXX1-18
B XXXX5-1	B XXXX1-16
C XXXX6-1	C XXXX1-16
FUSE 3ø @ 150 "E"	FUSE 3ø @ 125 "E"

P.M. DISC. SW# 3	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#	SW.#
SE TO PMDS #4	NW TO PMDS #2
COMP #2	COMP #1
SW.#A	SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-6	A XXXX7-1
B XXXX5-8	B XXXX8-1
C XXXX6-6	C XXXX9-1
FUSE 3ø @ 150 "E"	FUSE 3ø @ 150 "E"

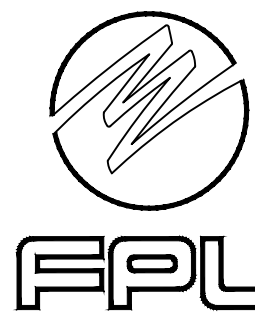
AFS P.M. DISC. SW# 4	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#A	SW.#A
SW TO RISER POLE	NW TO PMDS #3
SW.#18079	COMP #1
	SW.#
COMPARTMENT 4	COMPARTMENT 3
SW.#A	SW.#A
NE TO RISER POLE	SE TO PMDS #5
	COMP #2
SW.# 18080	SW.#

P.M. DISC. SW# 5	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#	SW.#
SE TO PMDS #16	NW TO PMDS #4
COMP #4	COMP #3
SW.#16233	SW.#A
COMPARTMENT 4	COMPARTMENT 3
A XXXX7-4	A XXXX10-1
B XXXX8-12	B XXXX11-1
C XXXX9-8	C XXXX12-1
FUSE 3ø @ 150 "E"	FUSE 3ø @ 150 "E"

- NOTES CONTINUE:
- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
 - THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
 - MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
 - SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature				CITY			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				DR. DIST.			
Foreman's Signature				COUNTY AIR			
Date				STATE RD X			
Date				COUNTY RD.			
Date				TRANS.			
Date				CATV Request?			
Date				YES ☐ NO ☒			

PRELIMINARY



DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL NOTES 2
DRAWN BY	A. VOZZA	
DATE	11/15/24	
MAP NO.	DY-0954	
0 15 30 60 FEET		DWG NO.
		WR:12158163 IWR: - -

CONDUIT INSTALLATION:
- INSTALL PULLING CORD IN ALL SPARE CONDUIT AND SECURE EACH END OF CONDUIT
- INSTALL DUCT PLUGS IN ALL SPARE CONDUITS
- THE INTERIOR OF THE DUCT SHALL BE CLEAN TO ENSURE REMOVAL OF FOREIGN MATTER TO ENSURE NO DAMAGE TO CABLE
WHILE PULLING
- A MINIMUM SLOPE OF 3" EVERY 100' IS REQUIRED TO PREVENT ANY BUILD UP OF SEDIMENT IN THE DUCT
- ALL CONDUITS SHALL BE INSTALLED WITHIN THE EDGE OF PAVEMENT AND RIGHT OF WAY UNLESS OTHERWISE SPECIFIED

CABLE INSTALLATION:
- FOR ALL PULLS IT IS RECOMMENDED THAT A SPONGE SPREADER BE USED TO LUBRICATE AHEAD OF CABLE INSTALLATION, CONSIDER USING 1 GALLON OF APPROVED LUBRICANT EVERY 200' OF CABLE. REFER TO UN-28.0.3 FOR MORE INFORMATION

Feeder Cable Pulling Notes				
Location	Duct Type	Cable Type	Cable Length (ft)	Duct Length (ft) Direction
1 - 2	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	86	33 2 -> 1
2 - 2.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	629	599 2 -> 2.5
2.5 - 3	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	489	459 3 -> 2.5
3 - 3.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	598	568 3.5 -> 3
3.5 - 4	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	842	812 3.5 -> 4
4 - 4.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	584	554 4.5 -> 4
4.5 - 5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	413	383 5 -> 4.5
5 - 6	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	769	729 6 -> 5
6 - 6.5	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	700	670 6.5 -> 6
6.5 - 6.6	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	757	737 6.6 -> 6.5
6.6 - 6.7	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	672	652 6.7 -> 6.6
5 - 7	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	743	690 5 -> 7
5 - 8	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	624	571 8 -> 5
9 - 10	1-6" HDPE	1000 KCMIL AL 25 KV XLPE ABCφ	453	387 9 -> 10
TOTAL			8359	7844

Primary Cable Pulling Notes				
LOOP#: AXXXX1				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
2 - 11	1/0 AL 25 KV XLPE Aφ	41	14	2 -> 11
11.5 - 11.6	1/0 AL 25 KV XLPE Aφ	440	420	11.6 -> 11.5
12 - 13	1/0 AL 25 KV XLPE Aφ	230	216	13 -> 12
13.5 - 13.6	1/0 AL 25 KV XLPE Aφ	179	159	13.6 -> 13.5
14 - 14.5	1/0 AL 25 KV XLPE Aφ	788	771	14.5 -> 14
14.5 - 3	1/0 AL 25 KV XLPE Aφ	507	477	3 -> 14.5
TOTAL		2185	2057	
LOOP#: BXXXX2				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 - 11.6	1/0 AL 25 KV XLPE Bφ	440	420	11.6 -> 11.5
12 - 13	1/0 AL 25 KV XLPE Bφ	230	216	13 -> 12
13.5 - 13.6	1/0 AL 25 KV XLPE Bφ	179	159	13.6 -> 13.5
14 - 14.5	1/0 AL 25 KV XLPE Bφ	788	771	14.5 -> 14
14.5 - 3	1/0 AL 25 KV XLPE Bφ	507	477	3 -> 14.5
TOTAL		2144	2043	
LOOP#: CXXXX3				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 - 11.6	1/0 AL 25 KV XLPE Cφ	440	420	11.6 -> 11.5
12 - 13	1/0 AL 25 KV XLPE Cφ	230	216	13 -> 12
13.5 - 13.6	1/0 AL 25 KV XLPE Cφ	179	159	13.6 -> 13.5
14 - 14.5	1/0 AL 25 KV XLPE Cφ	788	771	14.5 -> 14
14.5 - 3	1/0 AL 25 KV XLPE Cφ	507	477	3 -> 14.5
TOTAL		2144	2043	

ATTENTION
ROW AGREEMENT

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Primary Cable Pulling Notes				
LOOP#: AXXXX4				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 - 15	1/0 AL 25 KV XLPE Aφ	337	269	3 -> 15
15 - 16	1/0 AL 25 KV XLPE Aφ	610	570	16 -> 15
16 - 4	1/0 AL 25 KV XLPE Aφ	597	570	4 -> 16
TOTAL		1544	1409	
LOOP#: BXXXX5				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 - 15	1/0 AL 25 KV XLPE Bφ	337	269	3 -> 15
15 - 16	1/0 AL 25 KV XLPE Bφ	610	570	16 -> 15
16 - 18	1/0 AL 25 KV XLPE Bφ	560	520	16 -> 18
18 - 4	1/0 AL 25 KV XLPE Bφ	275	222	4 -> 18
TOTAL		1782	1581	
LOOP#: CXXXX6				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 - 15	1/0 AL 25 KV XLPE Cφ	337	269	3 -> 15
15 - 16.5	1/0 AL 25 KV XLPE Cφ	673	630	15 -> 16.5
16.5 - 18	1/0 AL 25 KV XLPE Cφ	458	415	18 -> 16.5
18 - 4	1/0 AL 25 KV XLPE Cφ	275	222	4 -> 18
TOTAL		1743	1536	
LOOP#: AXXXX7				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 - 19	1/0 AL 25 KV XLPE Aφ	371	318	4 -> 19
19 - 20.5	1/0 AL 25 KV XLPE Aφ	747	704	19 -> 20.5
20.5 - 22.5	1/0 AL 25 KV XLPE Aφ	607	587	EITHER
22.5 - 6	1/0 AL 25 KV XLPE Aφ	679	649	6 -> 22.5
TOTAL		2404	2258	
LOOP#: BXXXX8				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 - 19	1/0 AL 25 KV XLPE Bφ	371	318	4 -> 19
19 - 20	1/0 AL 25 KV XLPE Bφ	671	631	19 -> 20
20 - 21	1/0 AL 25 KV XLPE Bφ	401	387	21 -> 20
21 - 22	1/0 AL 25 KV XLPE Bφ	401	387	21 -> 22
22 - 24	1/0 AL 25 KV XLPE Bφ	746	732	22 -> 24
24 - 6	1/0 AL 25 KV XLPE Bφ	261	234	6 -> 24
TOTAL		2851	2689	
LOOP#: CXXXX9				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 - 19	1/0 AL 25 KV XLPE Cφ	371	318	4 -> 19
19 - 19.5	1/0 AL 25 KV XLPE Cφ	440	397	19 -> 19.5
19.5 - 20.5	1/0 AL 25 KV XLPE Cφ	322	302	EITHER
20.5 - 22.5	1/0 AL 25 KV XLPE Cφ	607	587	EITHER
22.5 -23	1/0 AL 25 KV XLPE Cφ	134	117	23 -> 22.5
23 - 24	1/0 AL 25 KV XLPE Cφ	530	516	23 -> 24
24 - 6	1/0 AL 25 KV XLPE Cφ	261	234	6 -> 24
TOTAL		2665	2471	
LOOP#: AXXXX10				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 - 25	1/0 AL 25 KV XLPE Aφ	86	33	6 -> 25
25 - 25.5	1/0 AL 25 KV XLPE Aφ	436	393	25 -> 25.5
25.5 - 26.5	1/0 AL 25 KV XLPE Aφ	564	544	26.5 -> 25.5
27 - 29	1/0 AL 25 KV XLPE Aφ	370	356	29 -> 27
29 - 30	1/0 AL 25 KV XLPE Aφ	598	584	29 -> 30
30 - 30.5	1/0 AL 25 KV XLPE Aφ	365	348	30 -> 30.5
30.5 - PME#1322	1/0 AL 25 KV XLPE Aφ	551	521	PME#1322 -> 30.5
TOTAL		2970	2779	
LOOP#: BXXXX11				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 - 25	1/0 AL 25 KV XLPE Bφ	86	33	6 -> 25
25 - 26	1/0 AL 25 KV XLPE Bφ	560	520	26 -> 25
26 - 26.5	1/0 AL 25 KV XLPE Bφ	459	442	26 -> 26.5
27 - 28	1/0 AL 25 KV XLPE Bφ	334	320	27 -> 28
28 - 29.5	1/0 AL 25 KV XLPE Bφ	621	604	28 -> 29.5
29.5 - 30	1/0 AL 25 KV XLPE Bφ	219	202	29.5 -> 30
30 - 30.5	1/0 AL 25 KV XLPE Bφ	365	348	30 -> 30.5
30.5 - PME#1322	1/0 AL 25 KV XLPE Bφ	551	521	PME#1322 -> 30.5
TOTAL		3195	2990	
LOOP#: CXXXX12				
Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 - 25	1/0 AL 25 KV XLPE Cφ	86	33	6 -> 25
25 - 26	1/0 AL 25 KV XLPE Cφ	560	520	26 -> 25
26 - 26.5	1/0 AL 25 KV XLPE Cφ	459	442	26 -> 26.5
27 - 28	1/0 AL 25 KV XLPE Cφ	334	320	27 -> 28
28 - 29	1/0 AL 25 KV XLPE Cφ	260	246	29 -> 28
29 - 29.5	1/0 AL 25 KV XLPE Cφ	395	378	29 -> 29.5
29.5 - 30.5	1/0 AL 25 KV XLPE Cφ	361	341	EITHER
30.5 - PME#1322	1/0 AL 25 KV XLPE Cφ	551	521	PME#1322 -> 30.5
TOTAL		3006	2801	

NOTES CONTINUE:

- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

PRELIMINARY

TWNP:14__ RNG:32__ SEC:42__ QTR:_____

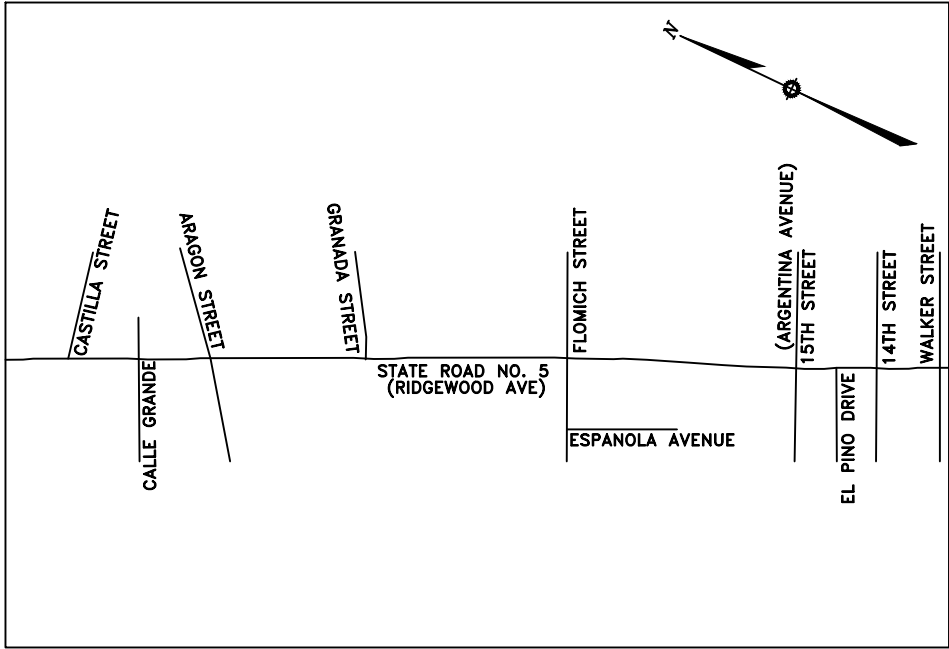
AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature		Date		CITY		DR. DIST.	COUNTY AIR
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature		WMD		RR XING	COUNTY RD.
Foreman's Signature		Date		Telephone Request?		YES ☐ NO ☒	CATV Request?
						YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954



M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG NO.	NOTES 3
WR:12158163	IWR: - -



- EDGE OF PAVEMENT
- EXISTING RIGHT OF WAY
- PROPOSED EASEMENT
- PROPOSED PRIMARY
- PROPOSED SPLICE BOX
- PROPOSED HANDHOLE

UTILITY LEGEND

- CENTURYLINK CABLES
- SEWER GRAVITY MAIN
- WATER MAIN
- GAS MAIN

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 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
 - PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

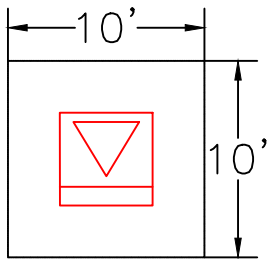
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ATTENTION
ROW AGREEMENT

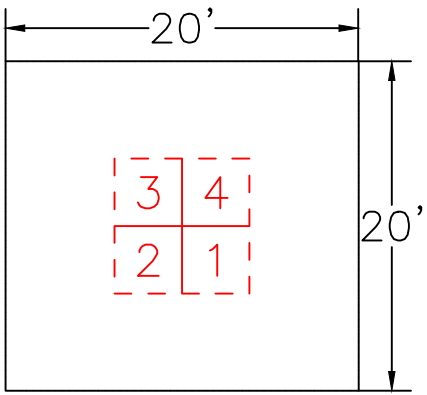
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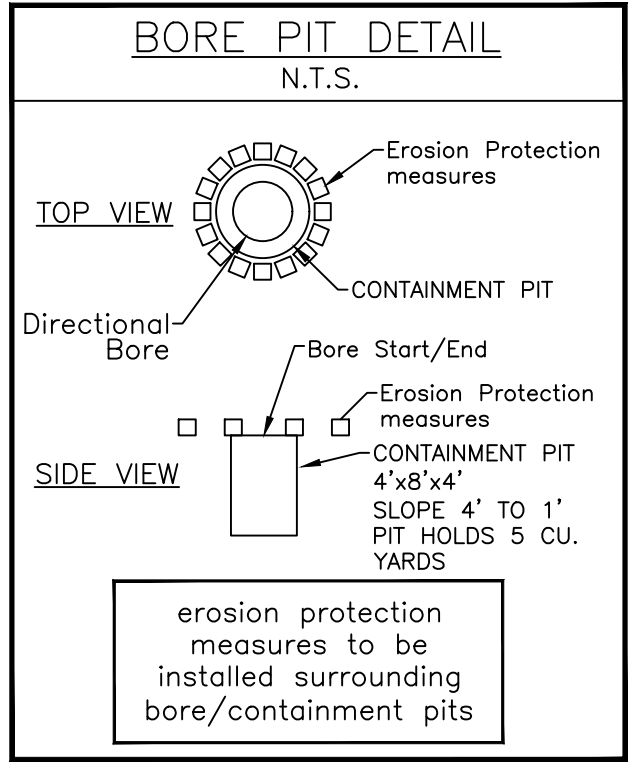
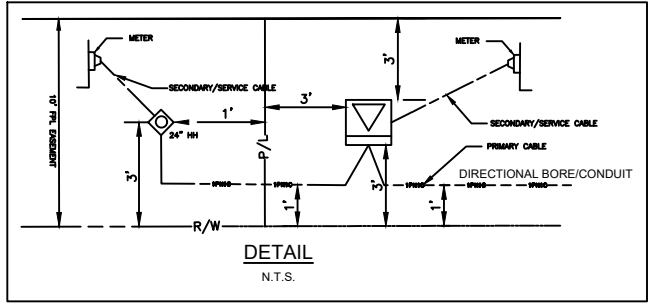
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TYPICAL PROPOSED TRANSFORMER LAYOUT:
• SINGLE PHASE
• REQUIRED EASEMENT
• 10' X 10'
• UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
• PME SWITCHES
• REQUIRED EASEMENT
• 20'X 20'
• UNLESS OTHERWISE NOTED
• SAME AS OTHER SWITCHGEAR



PRELIMINARY

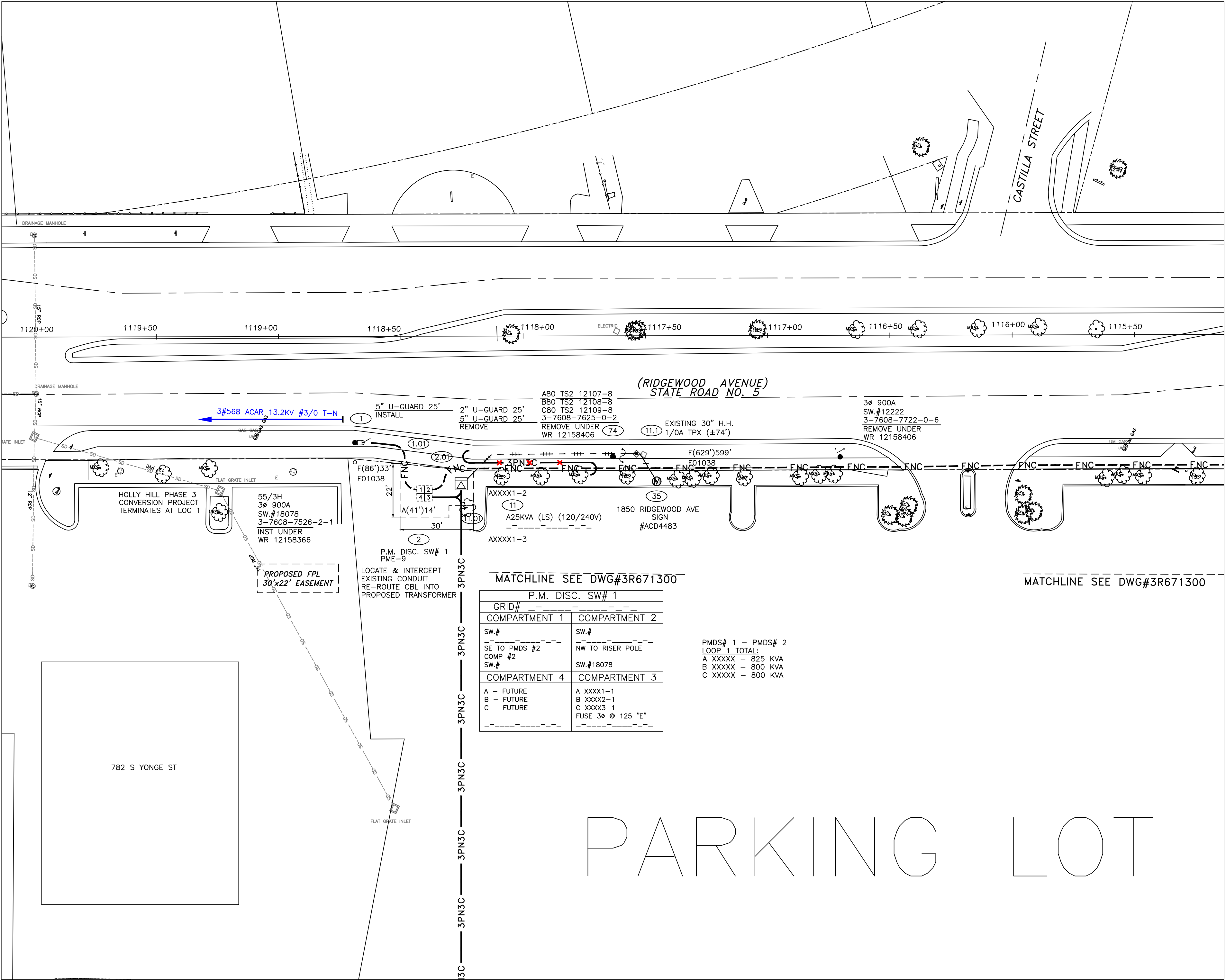
TWNP:14 RNG:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒						
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒						
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet						
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD X	FAA		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSN.			
Foreman's Signature				Date				Posted by	Telephone Request? YES ☐ NO ☒				CATV Request? YES ☐ NO ☒



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG. NO.	(1) of (16)
WR:12158163	IWR: - -



MATCHLINE SEE SHEET 4

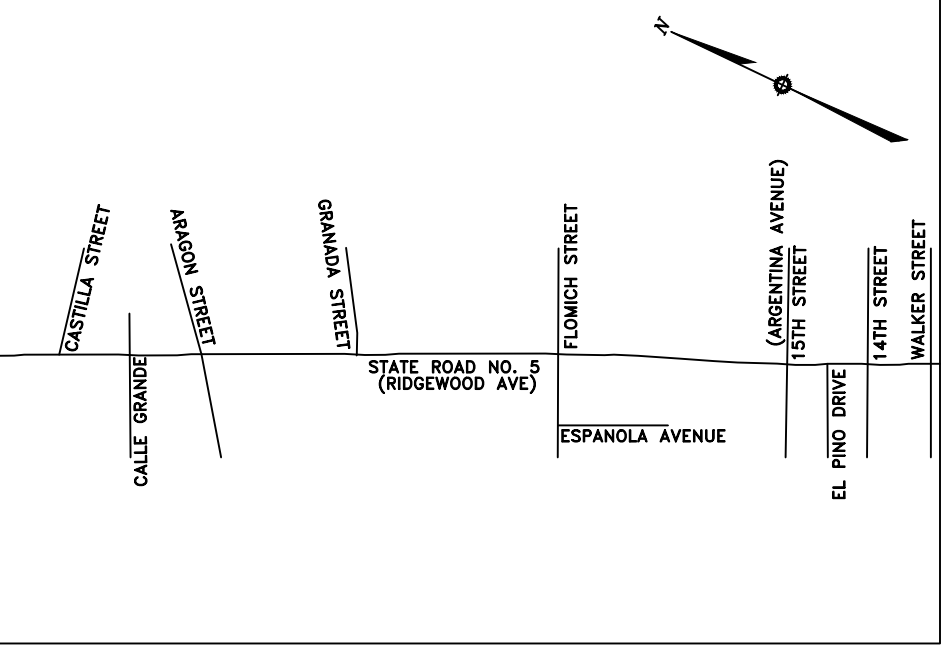
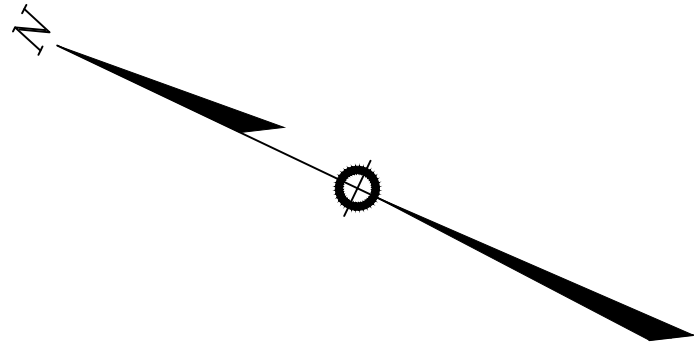
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MATCHLINE SEE DWG#3R671300

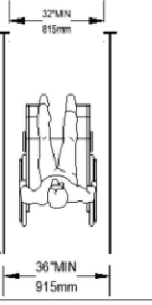
P.M. DISC. SW# 1	
GRID#	-
COMPARTMENT 1	COMPARTMENT 2
SW.#	SW.#
SE TO PMDS #2	NW TO RISER POLE
COMP #2	
SW.#	SW.#18078
COMPARTMENT 4	COMPARTMENT 3
A - FUTURE	A XXXX1-1
B - FUTURE	B XXXX2-1
C - FUTURE	C XXXX3-1
	FUSE 34 @ 125 "E"

PMDS# 1 - PMDS# 2
LOOP 1 TOTAL:
A XXXXX - 825 KVA
B XXXXX - 800 KVA
C XXXXX - 800 KVA

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE	
RED	ELECTRIC
YELLOW	GAS-OIL-STEAM
PINK	TEMP.SURVEY MARKINGS
WHITE	PROPOSED EXCAVATION
BLUE	WATER
GREEN	SEWER
ORANGE	CABLE TV

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REFERENCE DWG's

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:26

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ROW AGREEMENT

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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

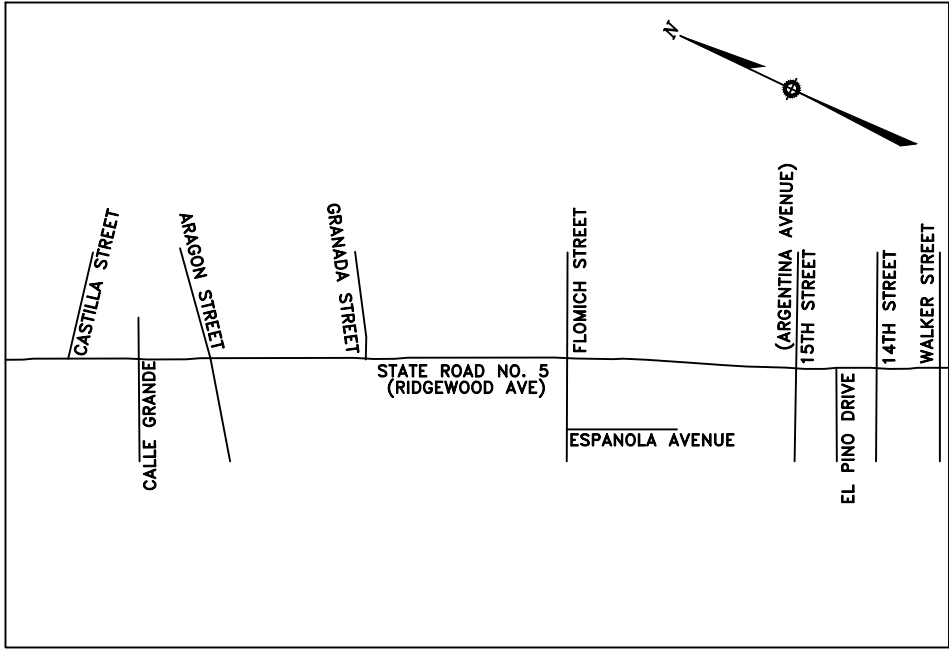
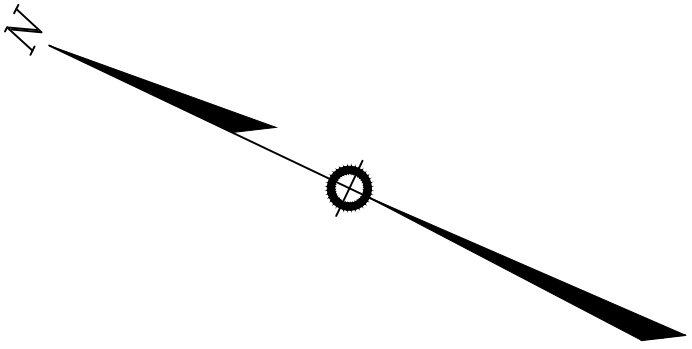
MATCHLINE SEE SHEET 1

PARKING LOT

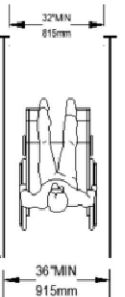
1850 RIDGEWOOD AVE

MATCHLINE SEE SHEET 5

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY



American Disabilities Act
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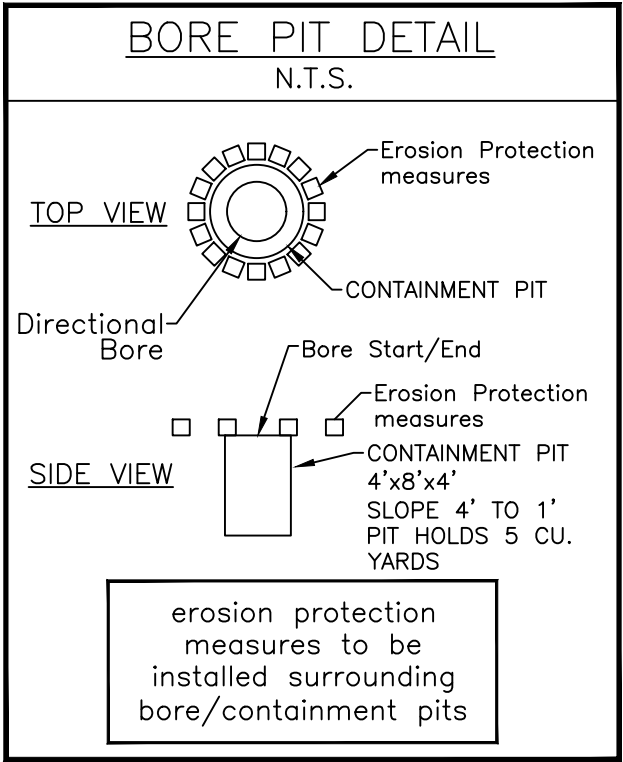
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

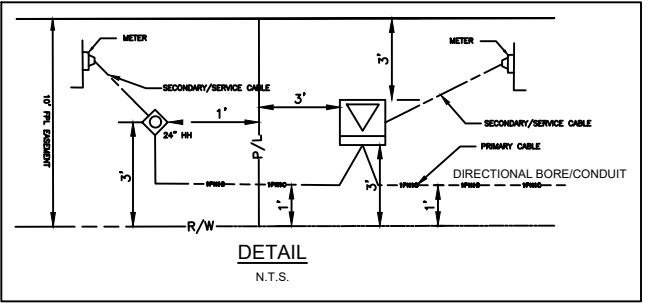
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 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
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 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS.
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 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

REFERENCE DWG's



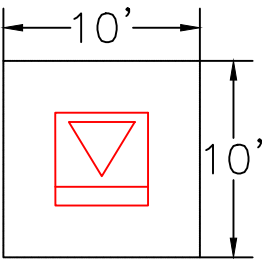
PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:



TYPICAL PROPOSED TRANSFORMER LAYOUT:

- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD X	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANS.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☒				CATV Request? YES ☐ NO ☒

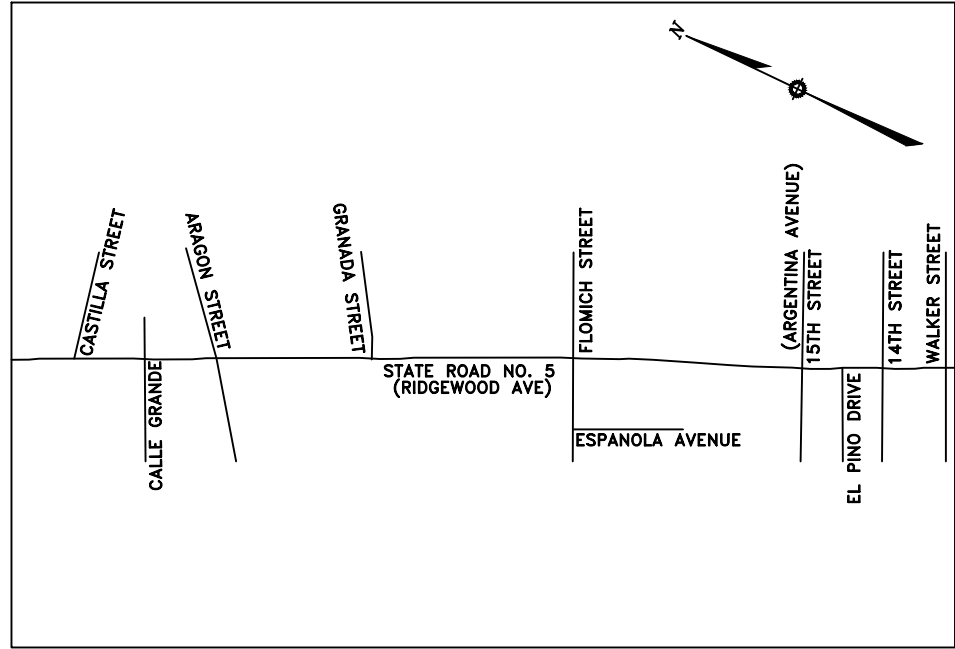
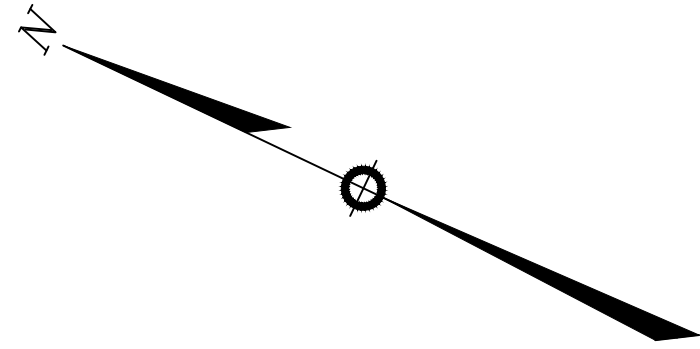


DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

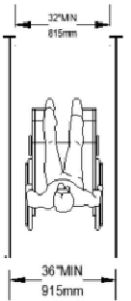
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HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL VOLUSIA COUNTY, FL	
DWG NO.	(2) of (16)
WR:12158163	IWR: - -

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:31

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



American Disabilities Act
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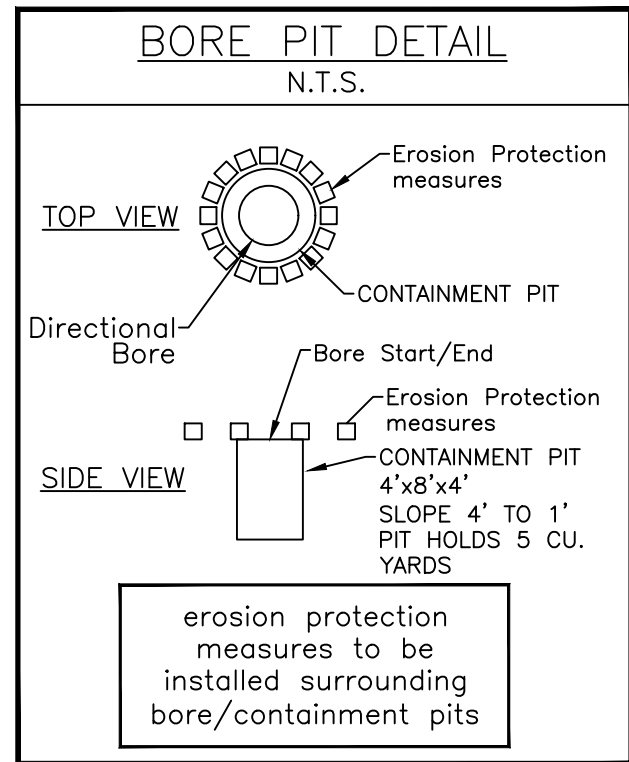
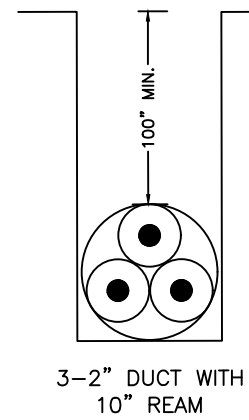


**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG**

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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REFERENCE DWG's

PRELIMINARY

TWNP:14__ RNC:32__ SEC:42__ QTR:_____

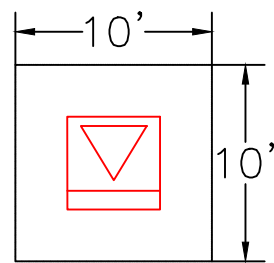
ATTENTION
ROW AGREEMENT

IMPORTANT:
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DISCLAIMER:
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CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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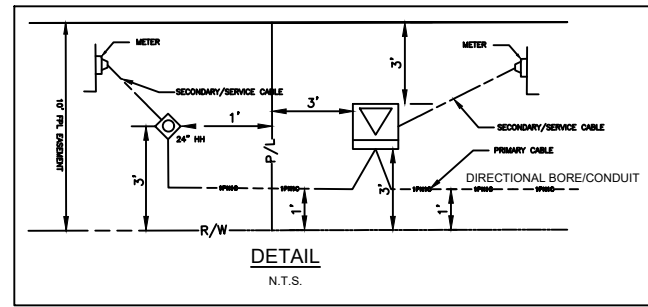
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MATCHLINE SEE SHEET 4



TYPICAL PROPOSED TRANSFORMER LAYOUT:

- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG NO. (3) of (16) WR:12158163 IWR: - -		
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		CT/Special Mtr?	YES ☐ NO ☒		DRAWN BY	A. VOZZA
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet			Duct Bank Feet	DATE		12/20/24	
Supervisor's Signature				Date	CITY		DR. DIST.		COUNTY AIR	STATE RD X		FAA	MAP NO.
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				PERMIT RECORD		WMD	RR XING	COUNTY RD.	TRANSN.	0 10 20 40 FEET			
Foreman's Signature				Date	Posted by	Telephone Request?		YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒			

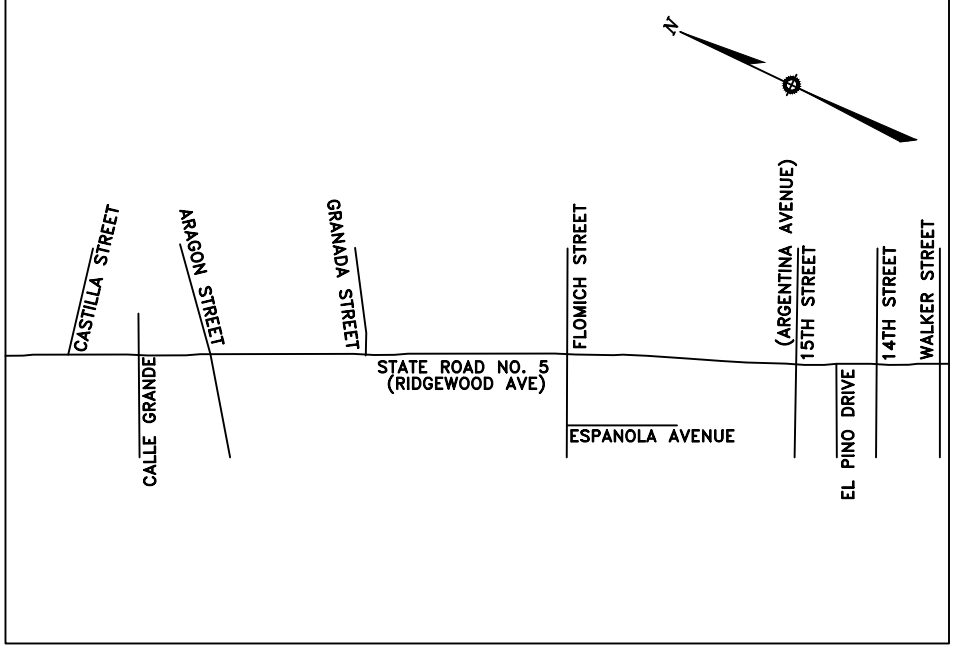
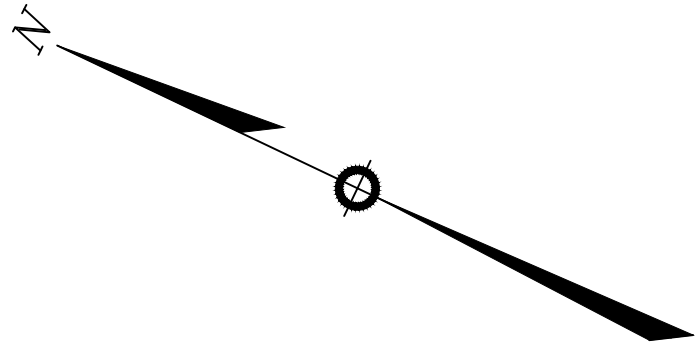
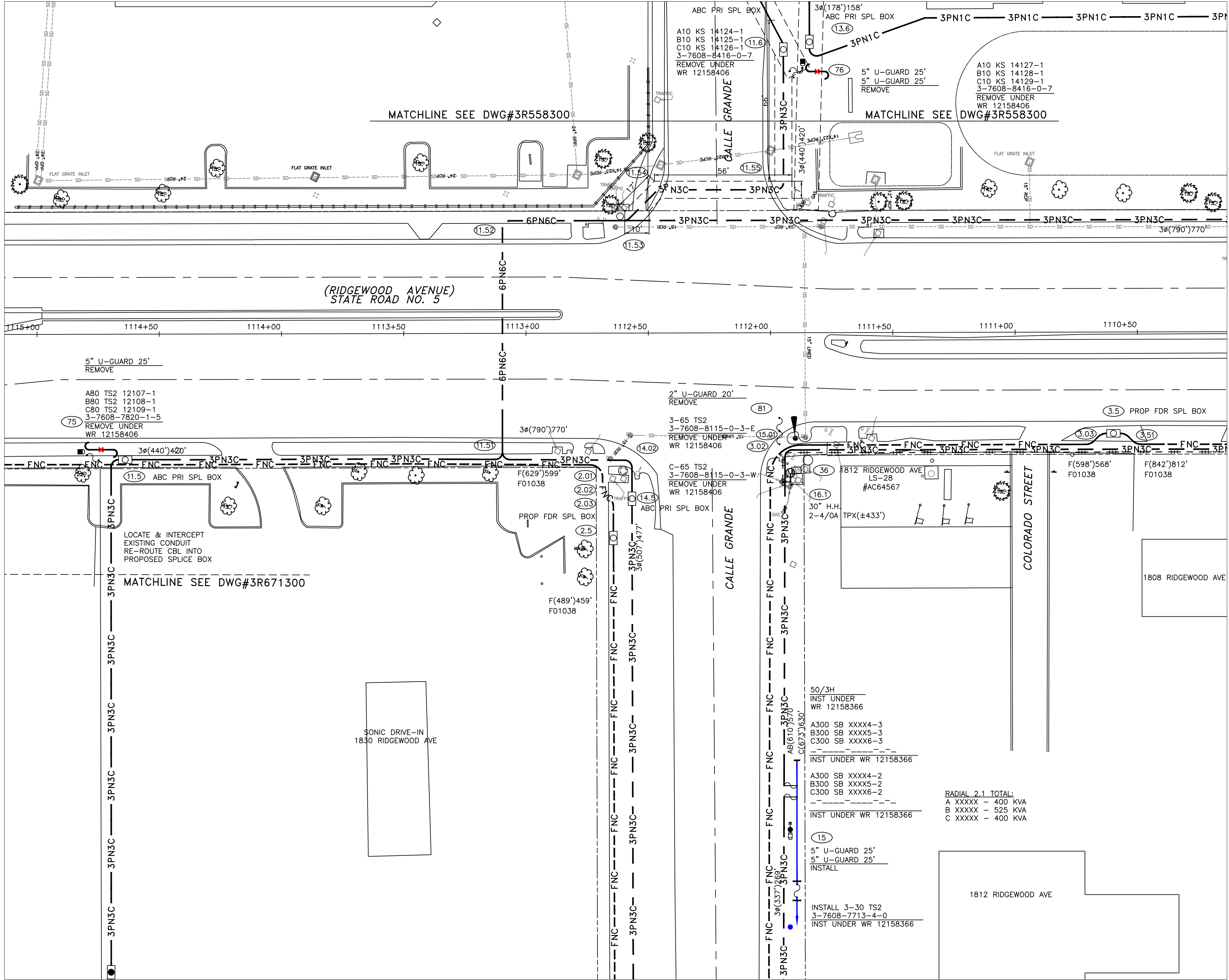
CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:36

MATCHLINE SEE SHEET 3

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY

MATCHLINE SEE SHEET 1

MATCHLINE SEE SHEET 7

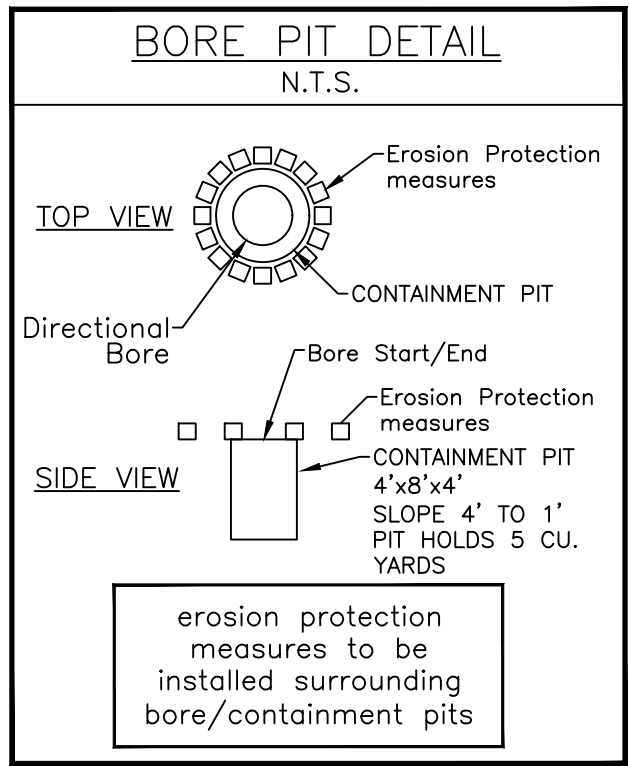
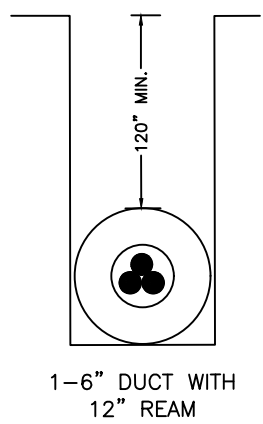
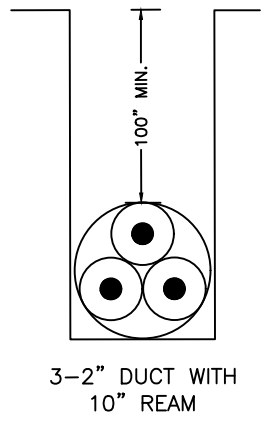


American Disabilities Act
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single point distance of 32"
from edge of curb or back of
sidewalk, contact your
Production Lead, for further
instructions.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
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PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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REFERENCE DWG's

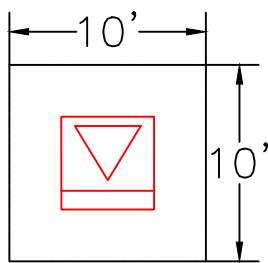
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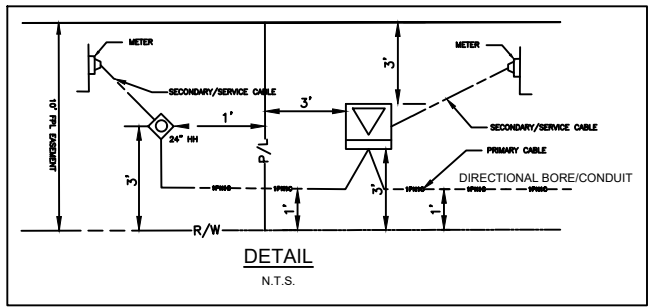
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MATCHLINE SEE SHEET 5



- TYPICAL PROPOSED TRANSFORMER LAYOUT:
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 - UNLESS OTHERWISE NOTED



PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒	
Initials	Cert. Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet			
Supervisor's Signature		PERMIT RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		WMD	RR XING	COUNTY RD.	TRANS.			
Foreman's Signature		Posted by	Telephone Request?		YES ☐ NO ☒	CATV Request?		YES ☐ NO ☒



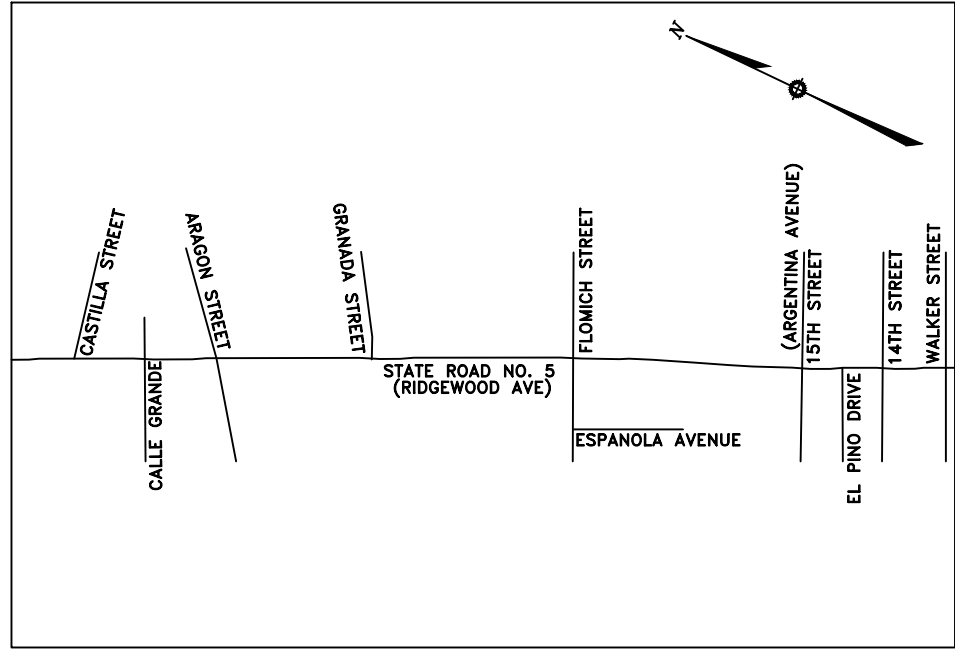
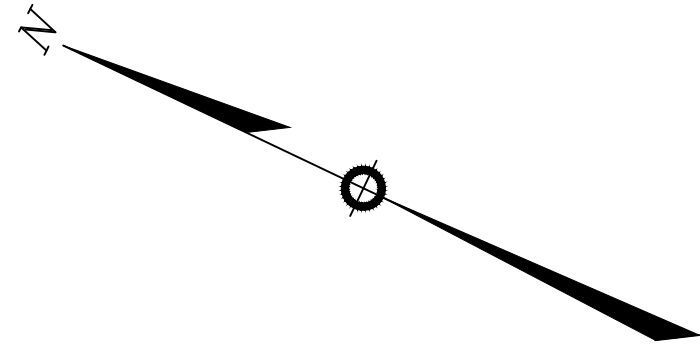
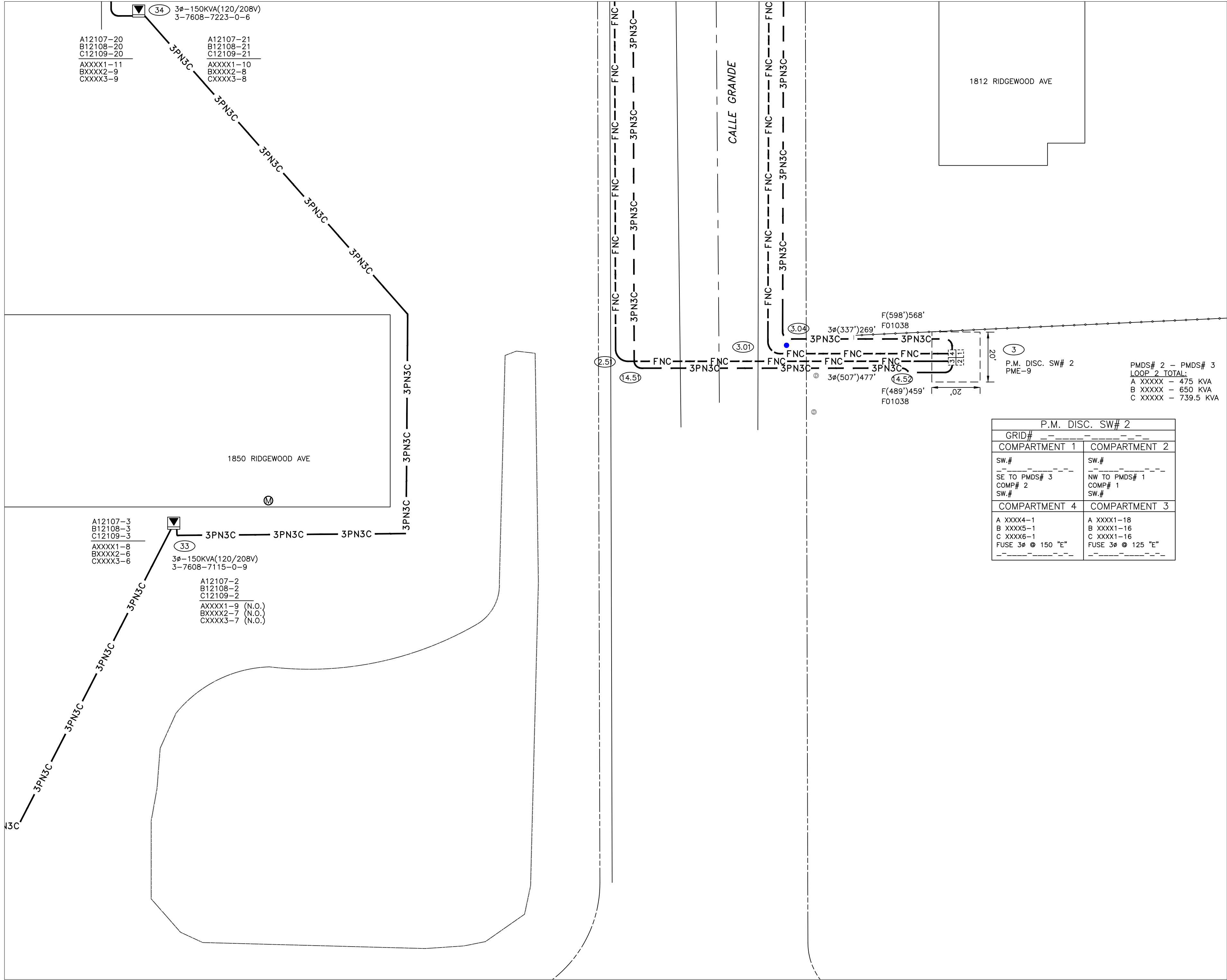
DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

W/A: CF
HOLLY HILL CONV. PH3
OH2UG
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VOLUSIA COUNTY, FL
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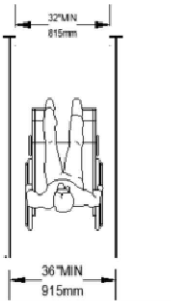
MATCHLINE SEE SHEET 4

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE SEE SHEET 2



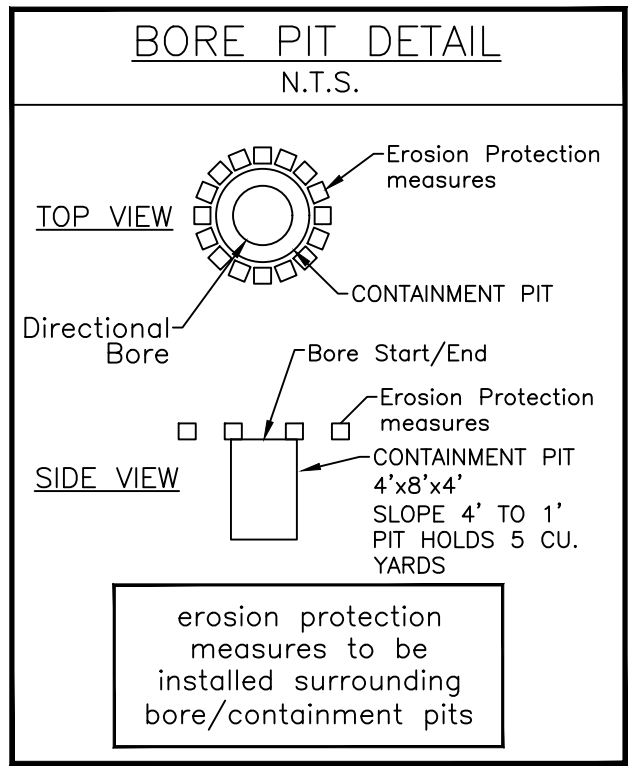
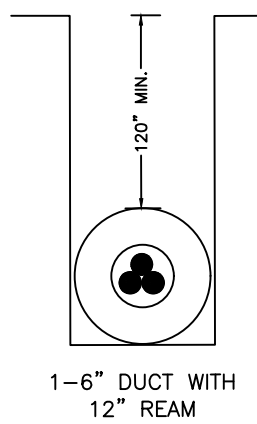
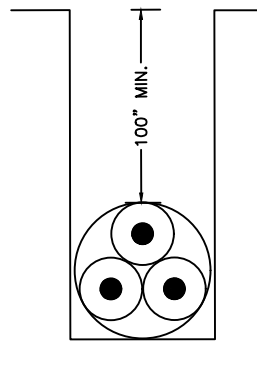
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YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
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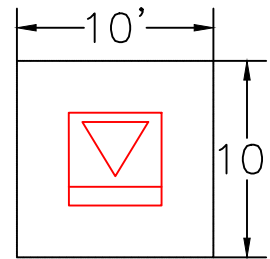
REFERENCE DWG's

ATTENTION
ROW AGREEMENT

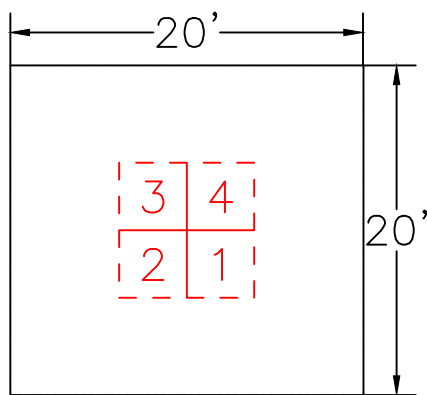
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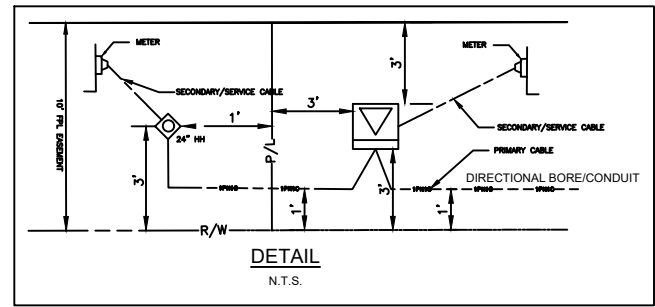


- TYPICAL PROPOSED TRANSFORMER LAYOUT:**
- SINGLE PHASE REQUIRED EASEMENT
 - 10' X 10'
 - UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



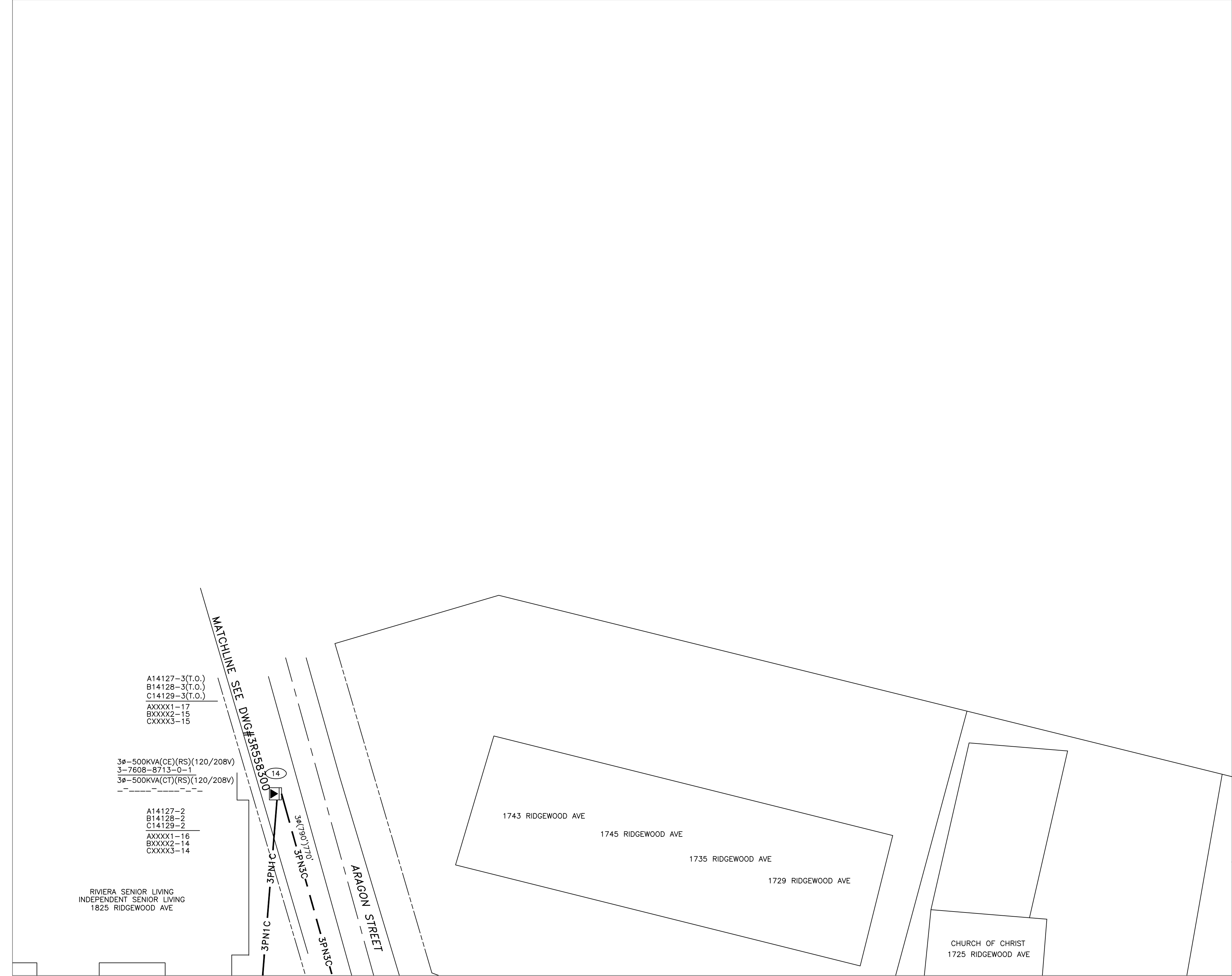
PRELIMINARY

TWNP:14 RNC:32 SEC:42 QTR:_____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG. NO. (5) of (16) WR:12158163 IWR: - -	
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		DRAWN BY	A. VOZZA		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		DATE	12/20/24		
Supervisor's Signature				CITY DR. DIST. COUNTY AIR STATE RD X FAA					MAP NO.	DY-0964		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD RR XING COUNTY RD. TRANSM.				0 10 20 40 FEET				
Foreman's Signature				Telephone Request? YES ☐ NO ☒ CATV Request? YES ☐ NO ☒								

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:46 CAD NAME:

MATCHLINE SEE SHEET 3



MATCHLINE SEE SHEET 7

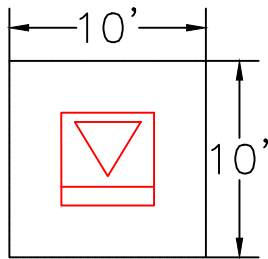
MATCHLINE SEE SHEET 8

ATTENTION
ROW AGREEMENT

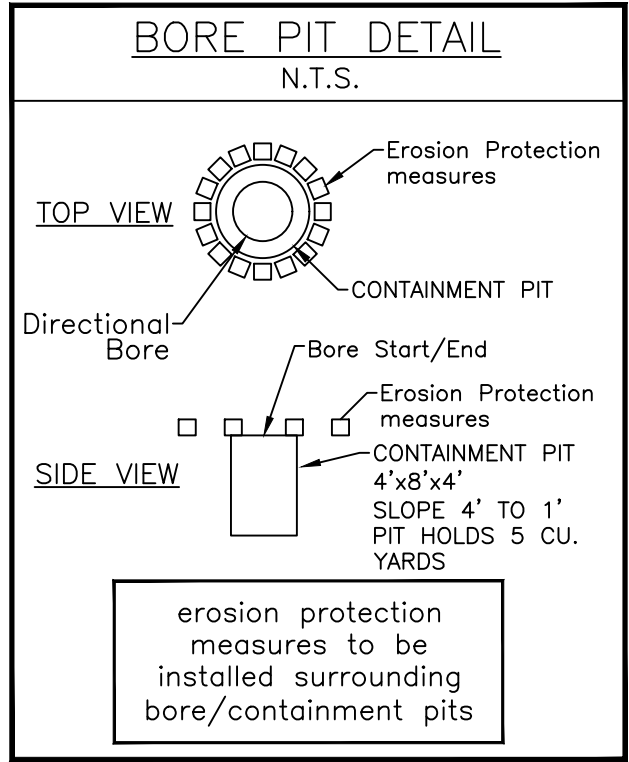
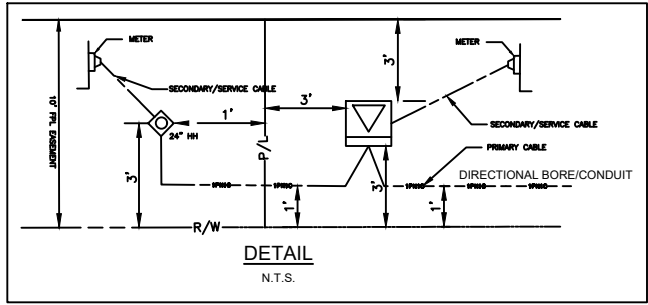
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TYPICAL PROPOSED TRANSFORMER LAYOUT:
• SINGLE PHASE
• REQUIRED EASEMENT
• 10' X 10'
• UNLESS OTHERWISE NOTED



PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials	Cert. Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		CITY		DR. DIST.	COUNTY AIR
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Date		STATE RD X		FAA	
Foreman's Signature		Date		WMD		RR XING	COUNTY RD.
		Posted by		Telephone Request?		YES ☐ NO ☒	CATV Request?
						YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

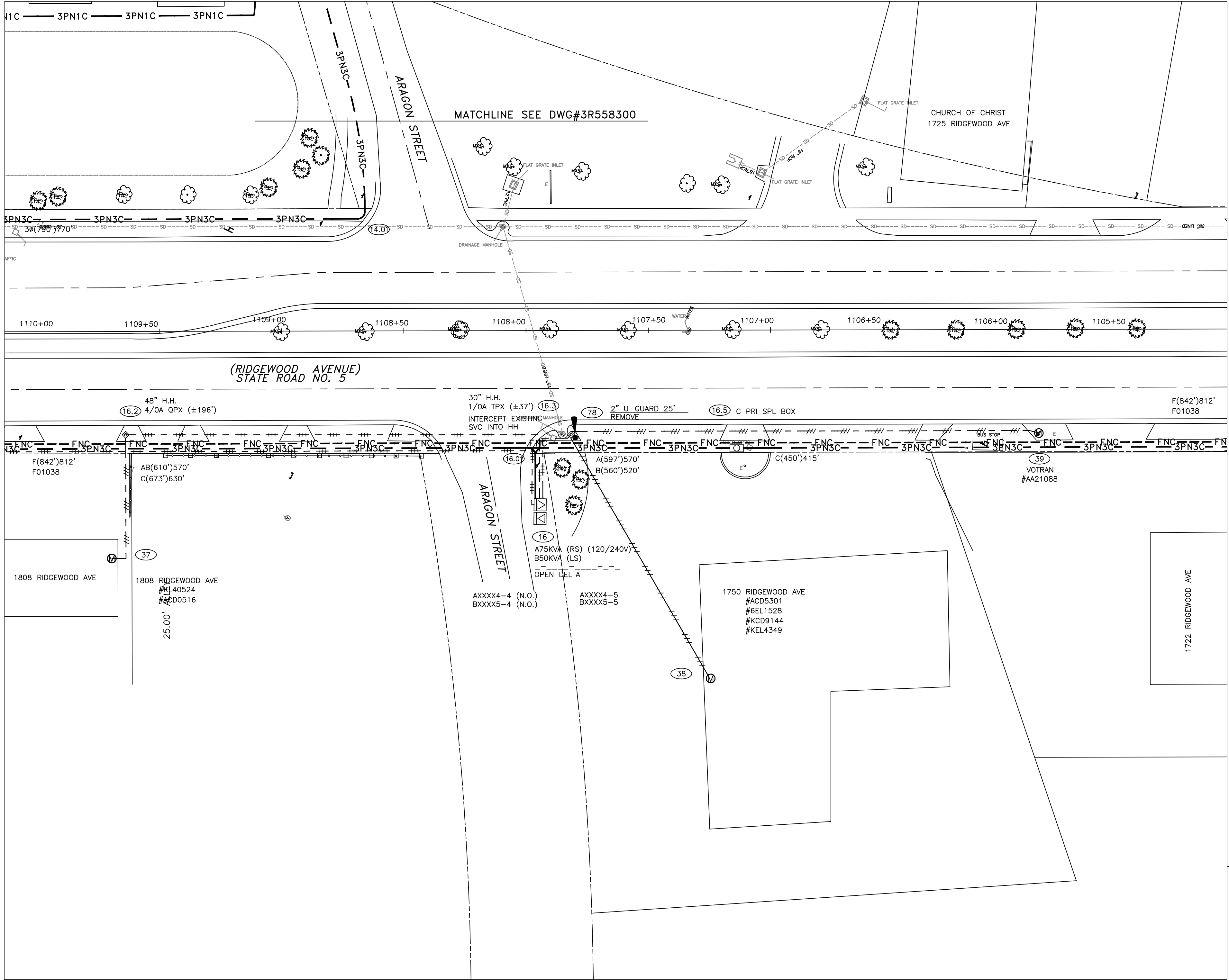
M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL VOLUSIA COUNTY, FL	
DWG NO.	(6) of (16)
WR:12158163	IWR: - -

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:10:51

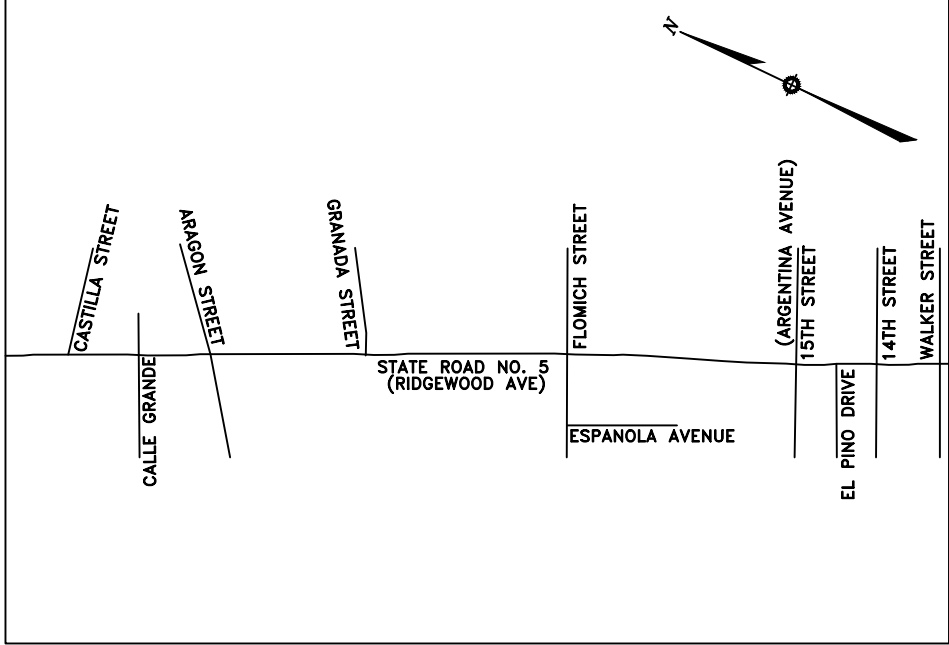
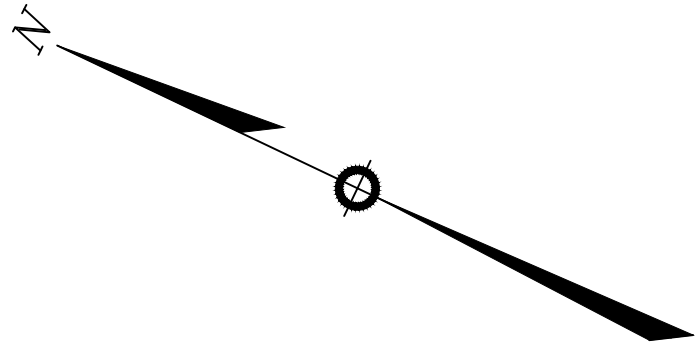
MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 6

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY



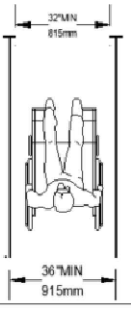
MATCHLINE SEE SHEET 8



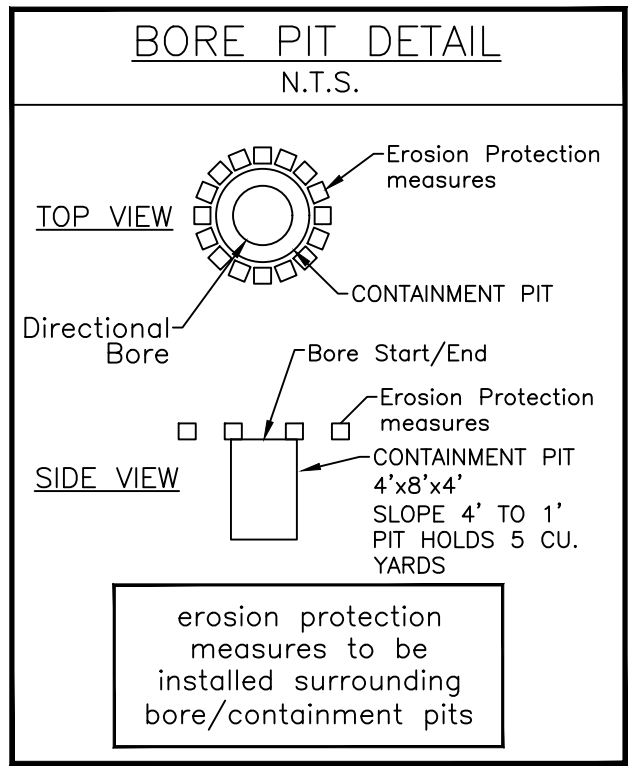
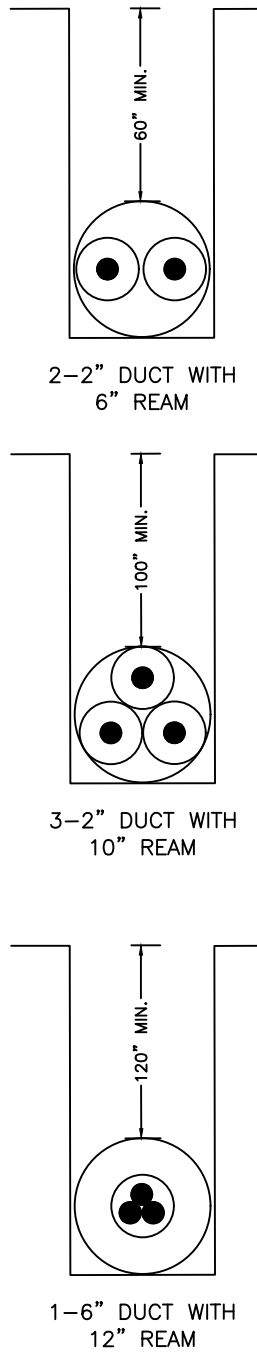
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CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



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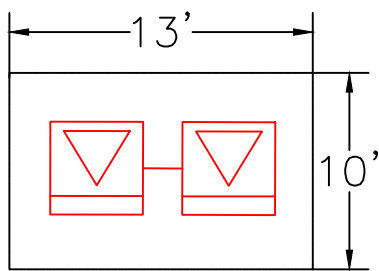
REFERENCE DWG's

ATTENTION
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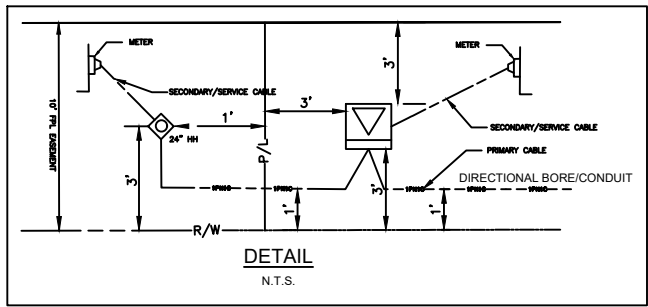
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TYPICAL PROPOSED TRANSFORMER LAYOUT:
• OPEN DELTA
• REQUIRED EASEMENT
• 13' x 10'
• UNLESS OTHERWISE NOTED



PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒	
Initials	Cert. Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet			
Supervisor's Signature		CITY		DR. DIST.	COUNTY AIR	STATE RD X	FAA	
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Foreman's Signature		Posted by		Telephone Request?		YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

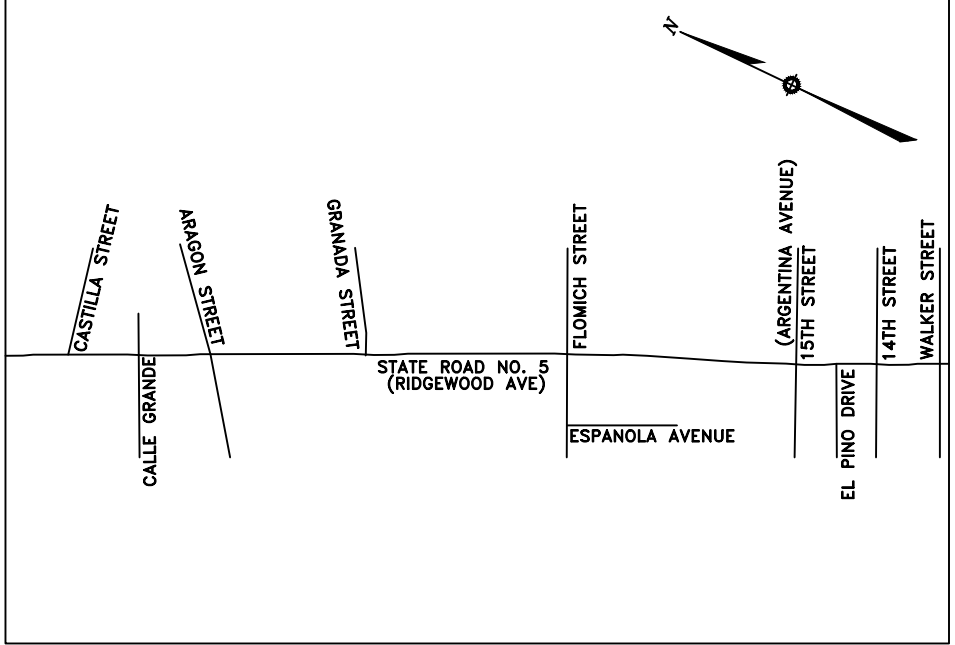
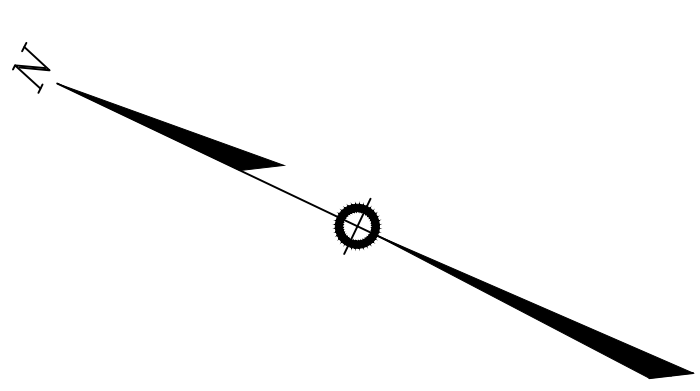
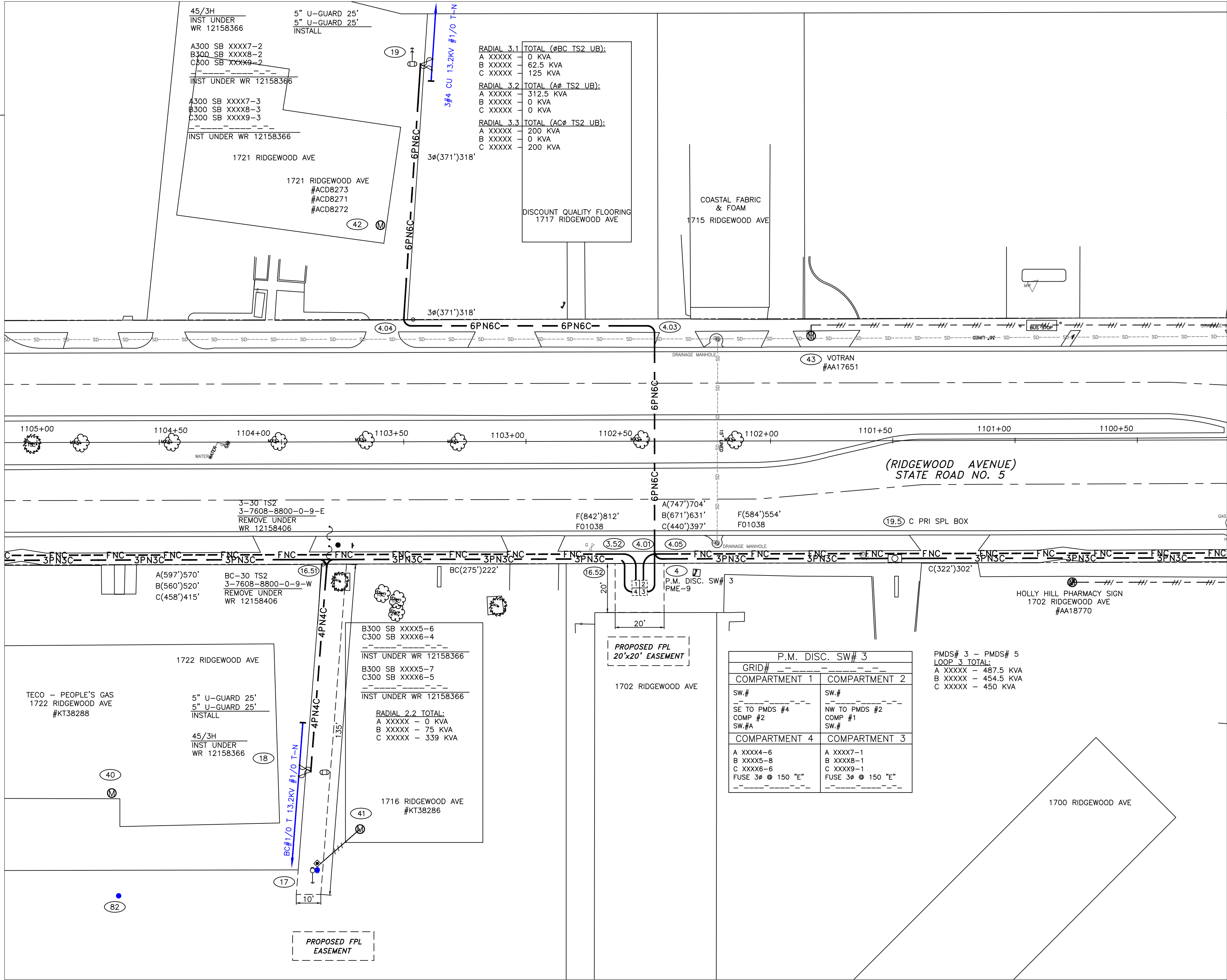
M/A: CF	
HOLLY HILL CONV. PH3 OH2UG	
HOLLY HILL VOLUSIA COUNTY, FL	
DWG. NO.	(7) of (16)
WR:12158163	IWR: -

MATCHLINE
SEE SHEET
4

MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 9

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

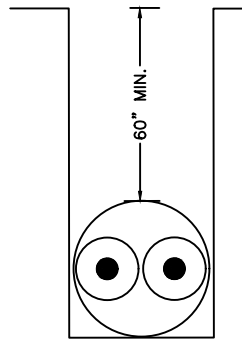


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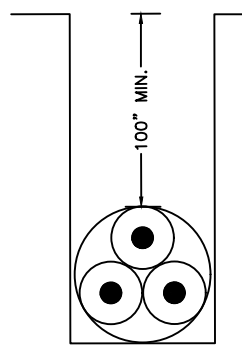
CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

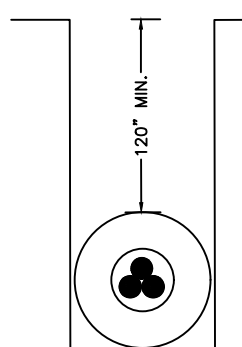
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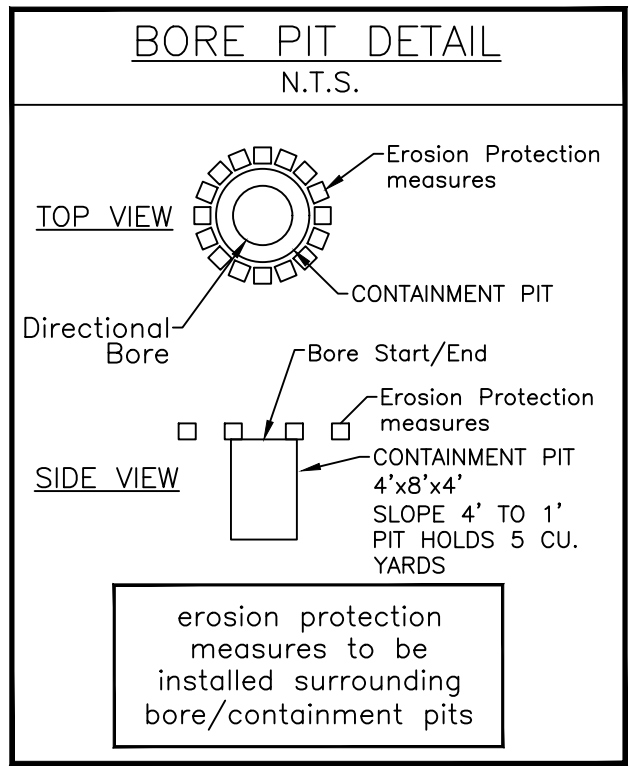
2-2" DUCT WITH 6" REAM



3-2" DUCT WITH 10" REAM



1-6" DUCT WITH 12" REAM



PRELIMINARY

REFERENCE DWG's

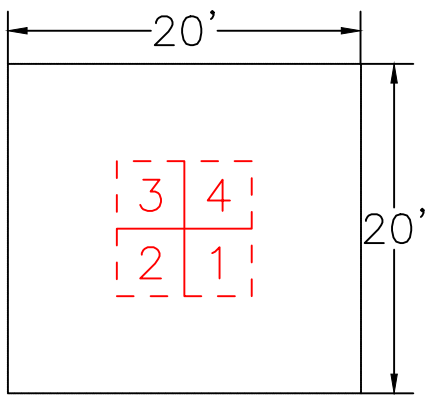
TWNP:14 RNC:32 SEC:42 QTR:

ATTENTION
ROW AGREEMENT

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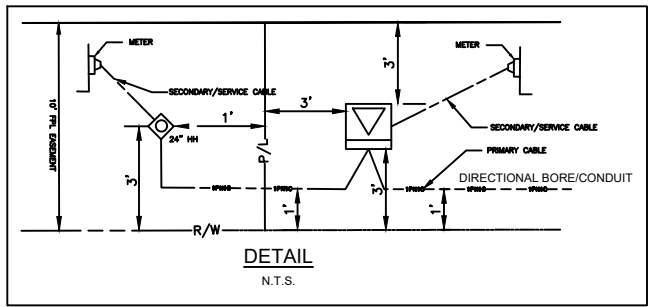
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD X	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANS.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☒				CATV Request? YES ☐ NO ☒

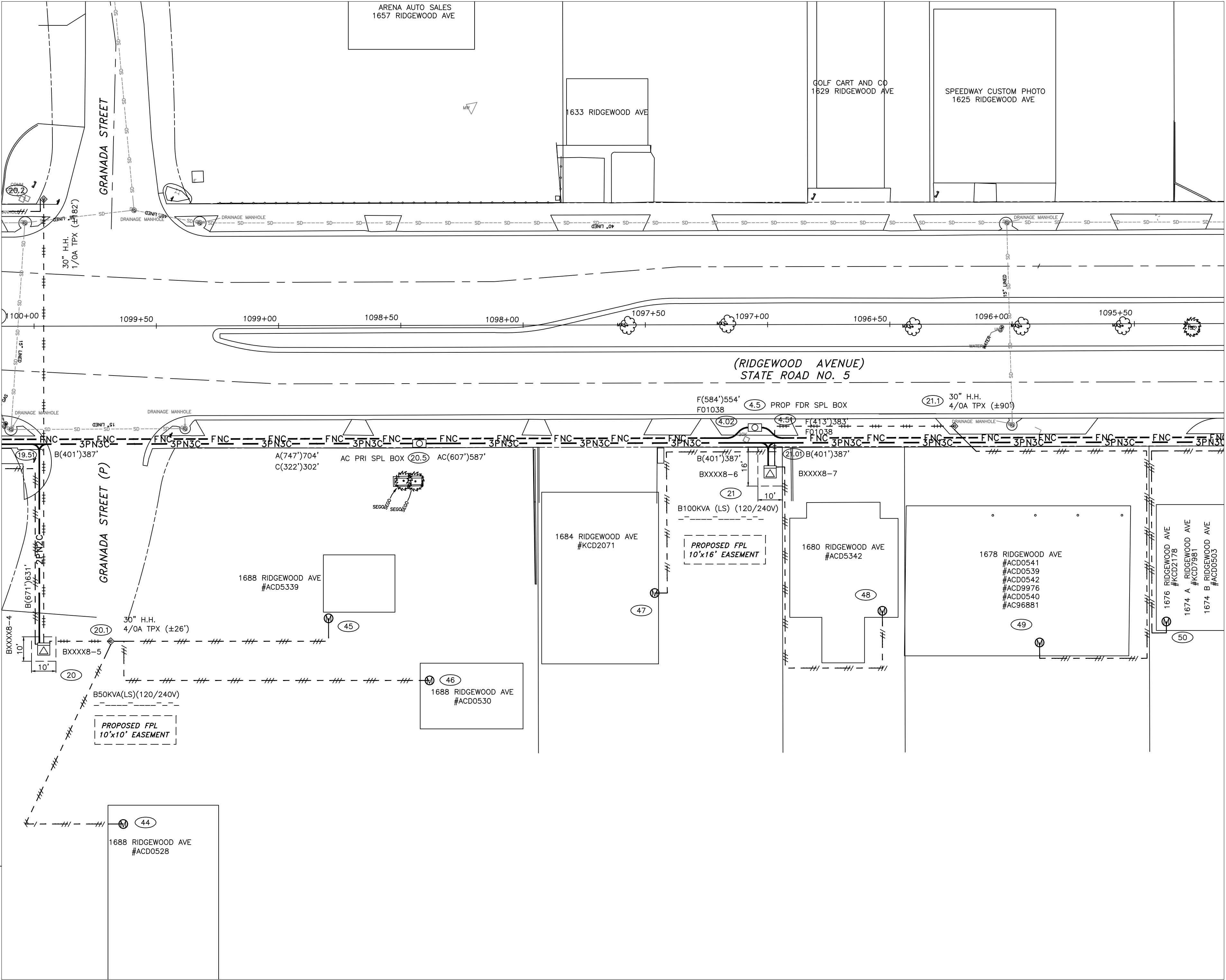


DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG. NO.	(8) of (16)
WR:12158163	IWR: -

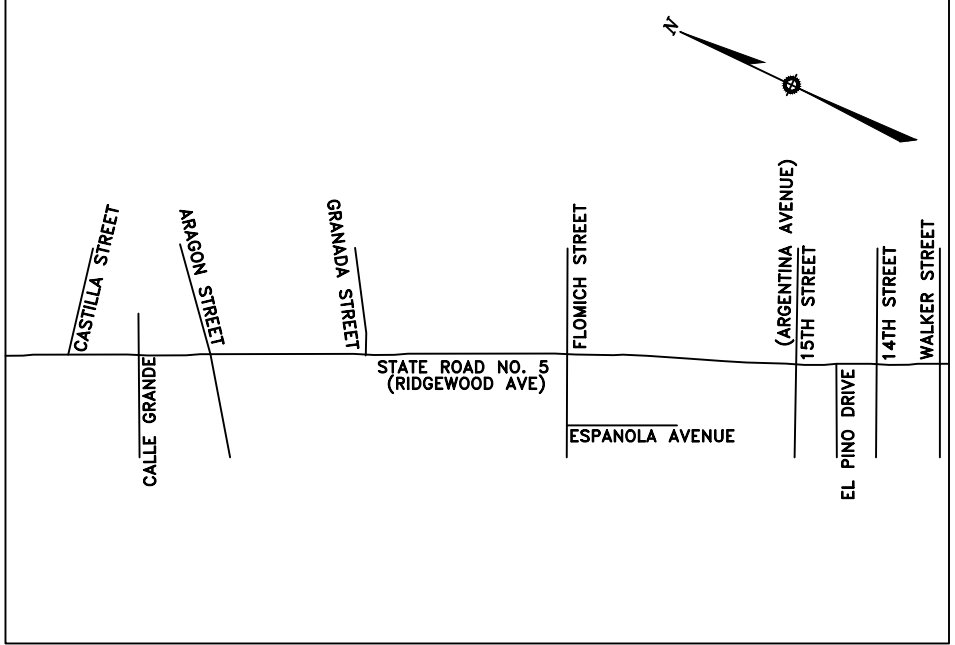
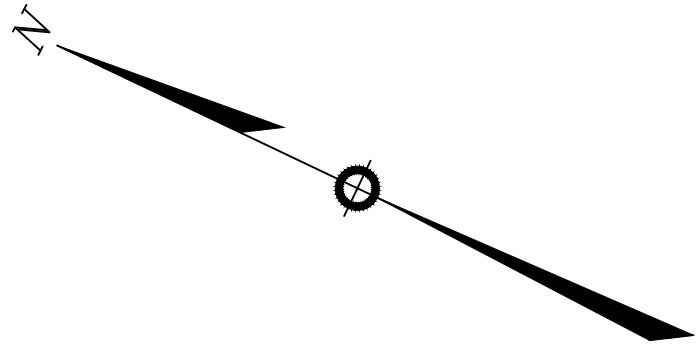
CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:01

MATCHLINE SEE SHEET 8



MATCHLINE SEE SHEET 10

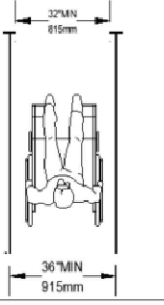
INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY



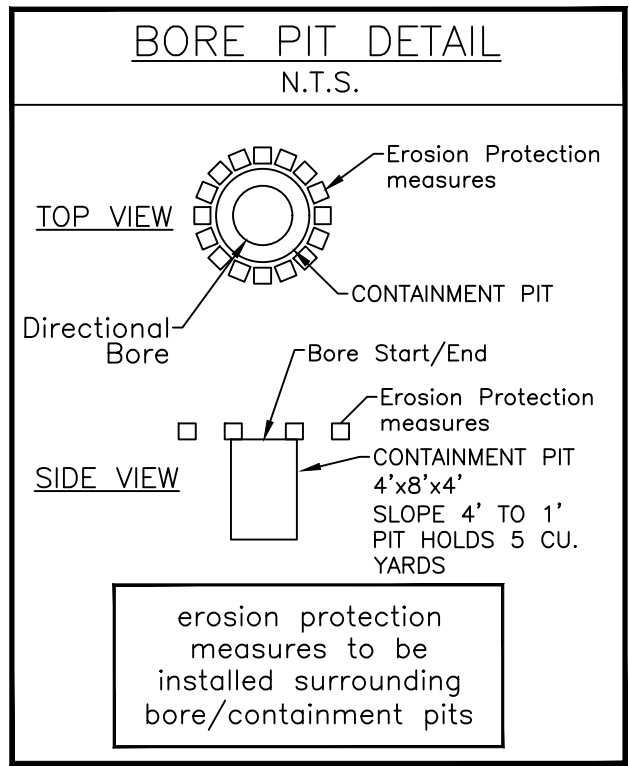
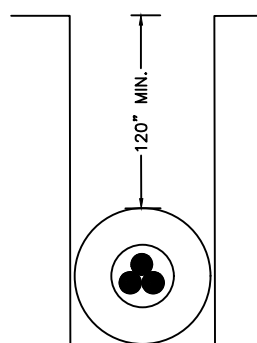
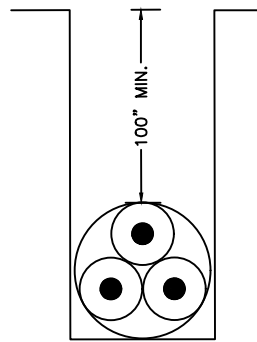
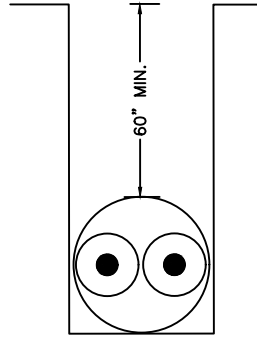
American Disabilities Act
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from edge of curb or back of
sidewalk, contact your
Production Lead, for further
instructions.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



- GENERAL NOTES
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 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
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 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
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 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS.
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.



PRELIMINARY

REFERENCE DWG's

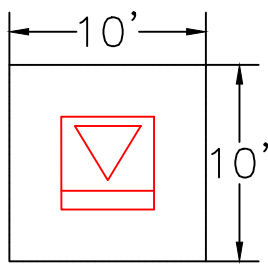
TWNP:14 RNC:32 SEC:42 QTR:

ATTENTION
ROW AGREEMENT

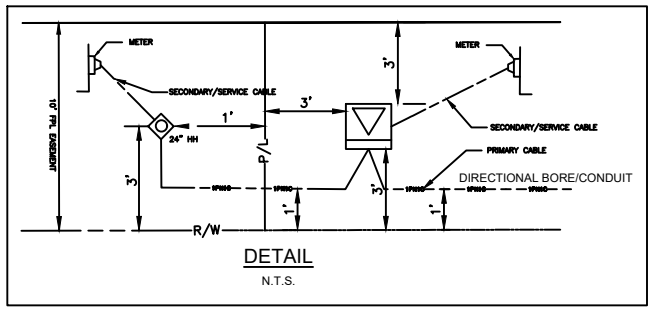
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DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES



TYPICAL PROPOSED TRANSFORMER LAYOUT:
• SINGLE PHASE
• REQUIRED EASEMENT
• 10' X 10'
• UNLESS OTHERWISE NOTED



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒	
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Supervisor's Signature		Date		CITY		DR. DIST.	COUNTY AIR	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Date		WMD		RR XING	COUNTY RD.	
Foreman's Signature		Date		STATE RD X		FAA	TRANS.	
Posted by		Telephone Request?		YES ☐ NO ☒	CATV Request?			YES ☐ NO ☒



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG. NO.	(9) of (16)
WR:12158163	IWR: -

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:06

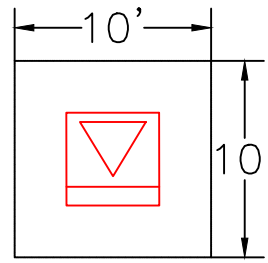
MATCHLINE SEE SHEET 9

ATTENTION
ROW AGREEMENT

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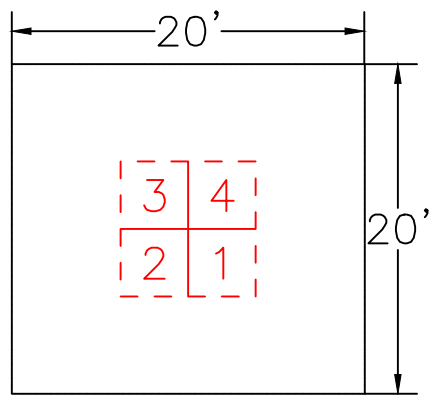
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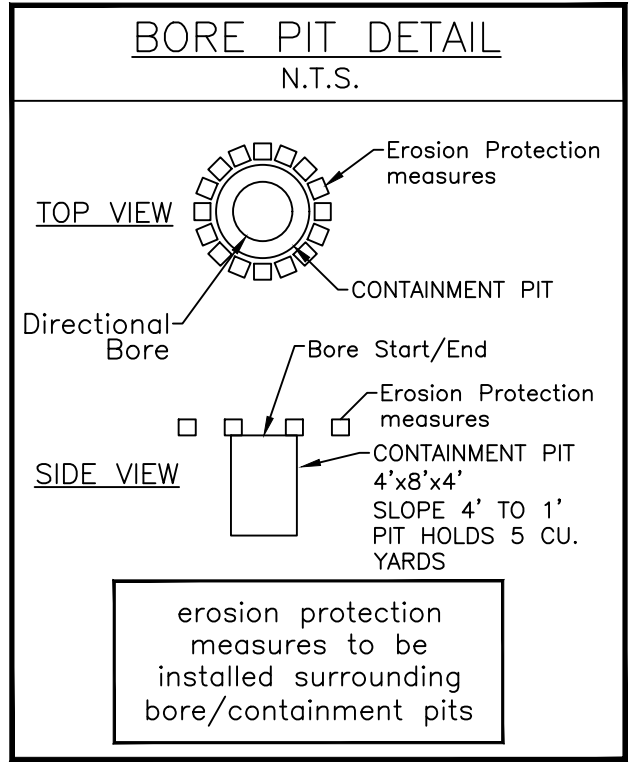
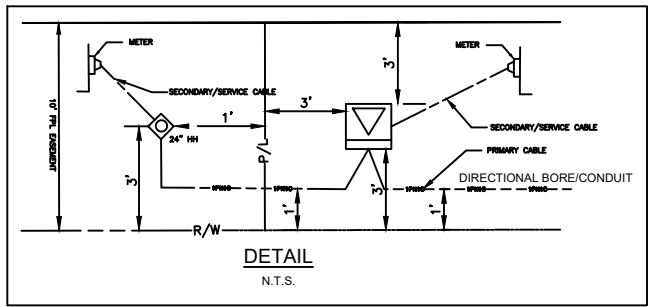
TYPICAL PROPOSED TRANSFORMER LAYOUT:

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- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:

- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

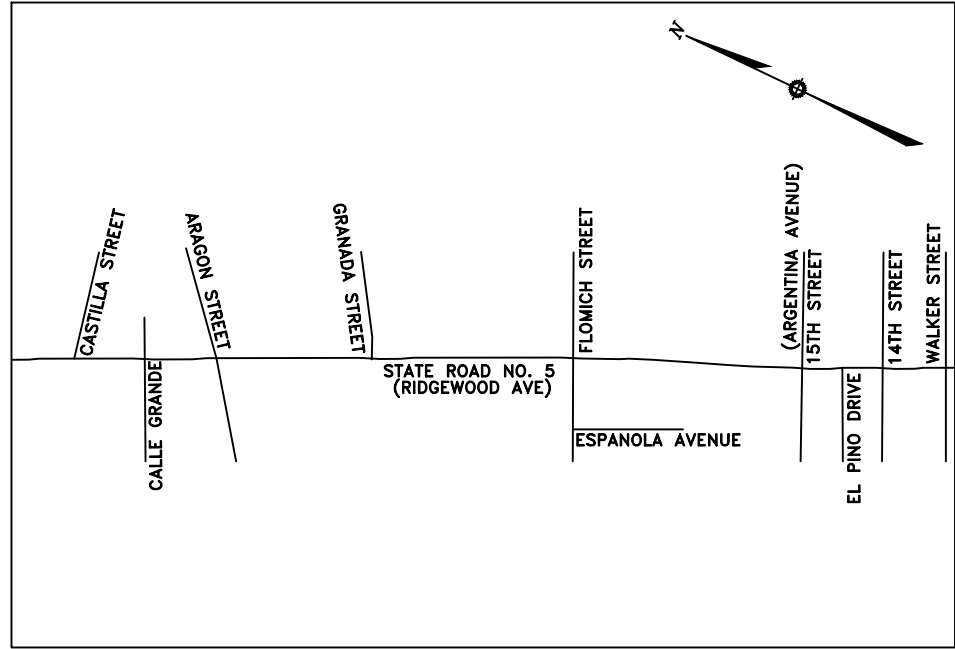
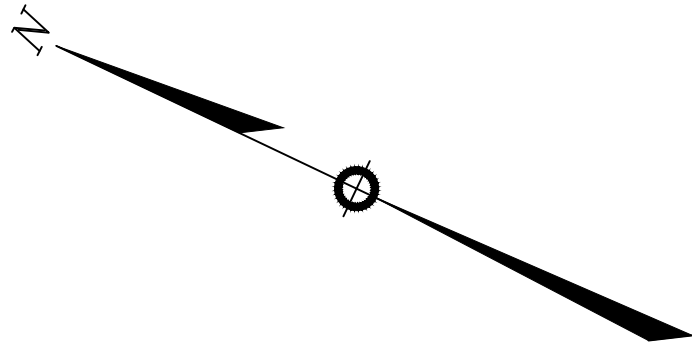
AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet
Supervisor's Signature					Date		CITY		DR. DIST.
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					Date		COUNTY AIR		STATE RD X
Foreman's Signature					Date		WMD		RR XING
Telephone Request? YES ☐ NO ☒					CATV Request? YES ☐ NO ☒		COUNTY RD.		TRANSN.



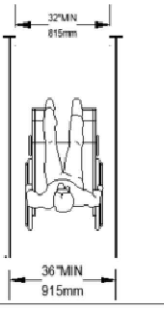
DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

M/A: CF	
HOLLY HILL CONV. PH3	
OH2UG	
HOLLY HILL	
VOLUSIA COUNTY, FL	
DWG. NO.	(10) of (16)
WR:12158163	IWR: -

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

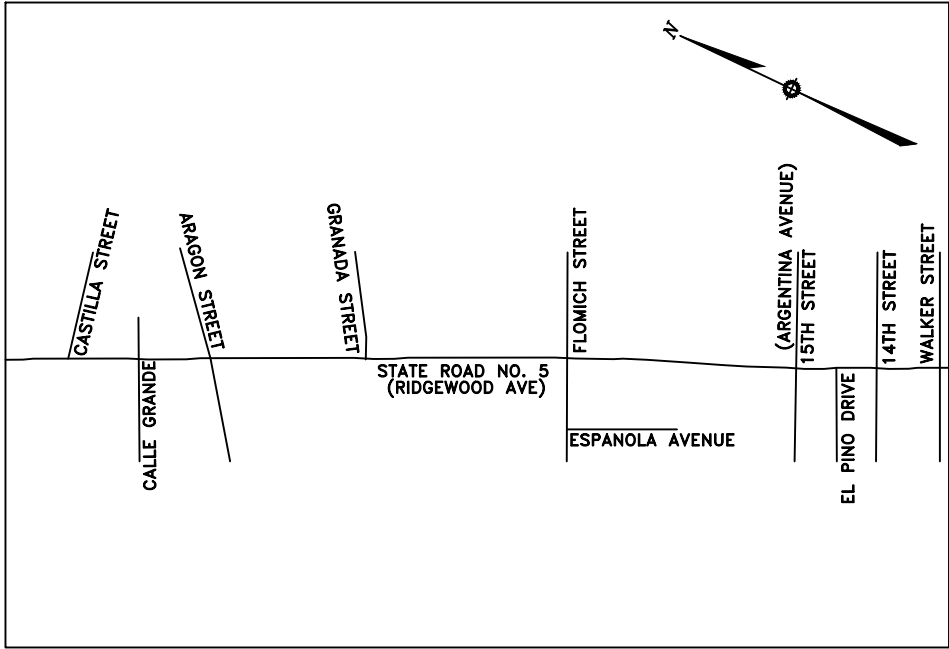
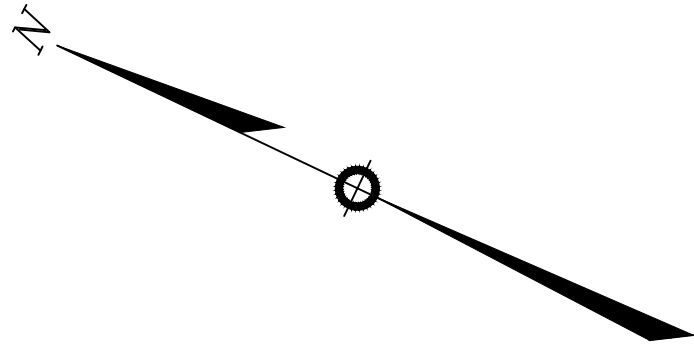
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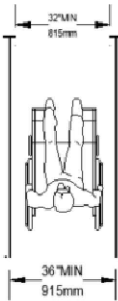
REFERENCE DWG's

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:11

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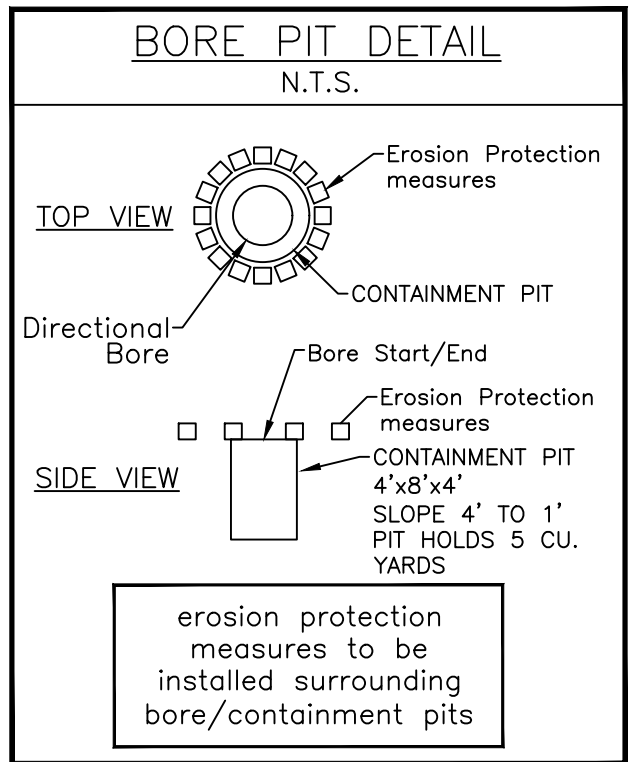
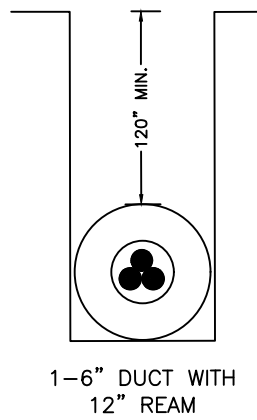


**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG**

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:_____

MATCHLINE
SEE SHEET
10

ATTENTION
ROW AGREEMENT

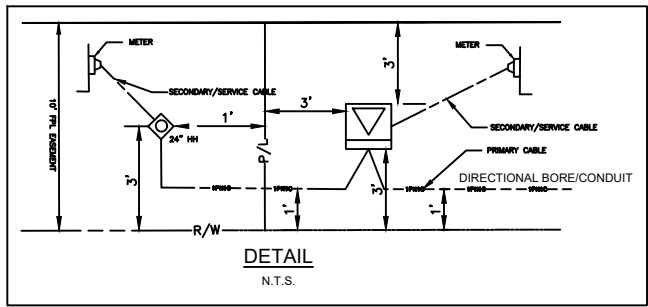
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MATCHLINE SEE SHEET 12

MATCHLINE
SEE SHEET
13



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials	Cert. Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
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Supervisor's Signature				CITY		DR. DIST.	COUNTY AIR
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR XING	COUNTY RD.
Foreman's Signature		Posted by		Telephone Request?		YES ☐ NO ☒	CATV Request?
						YES ☐ NO ☒	



DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964
0 10 20 40 FEET	

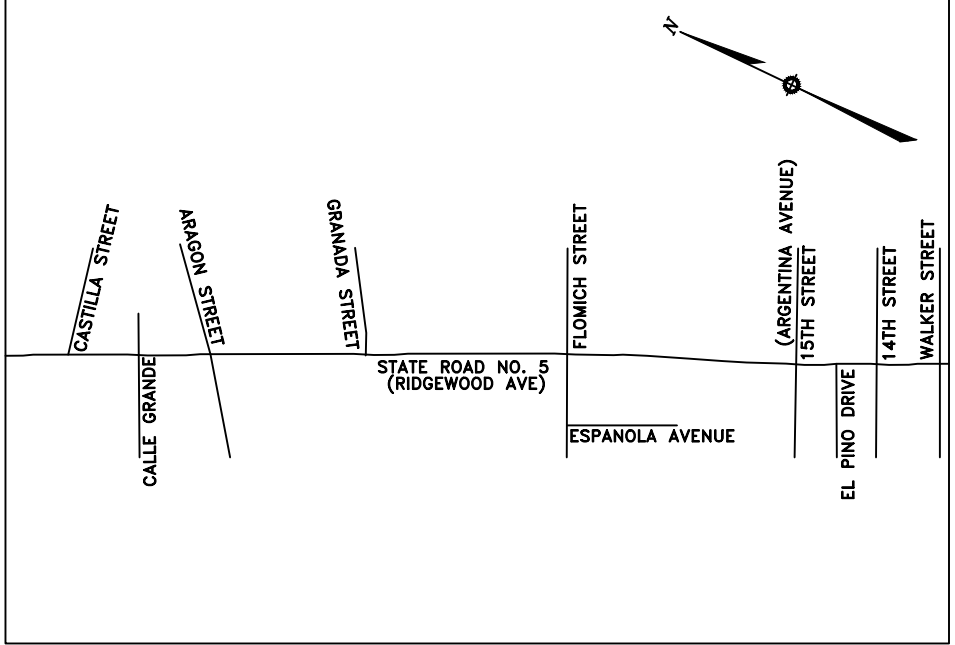
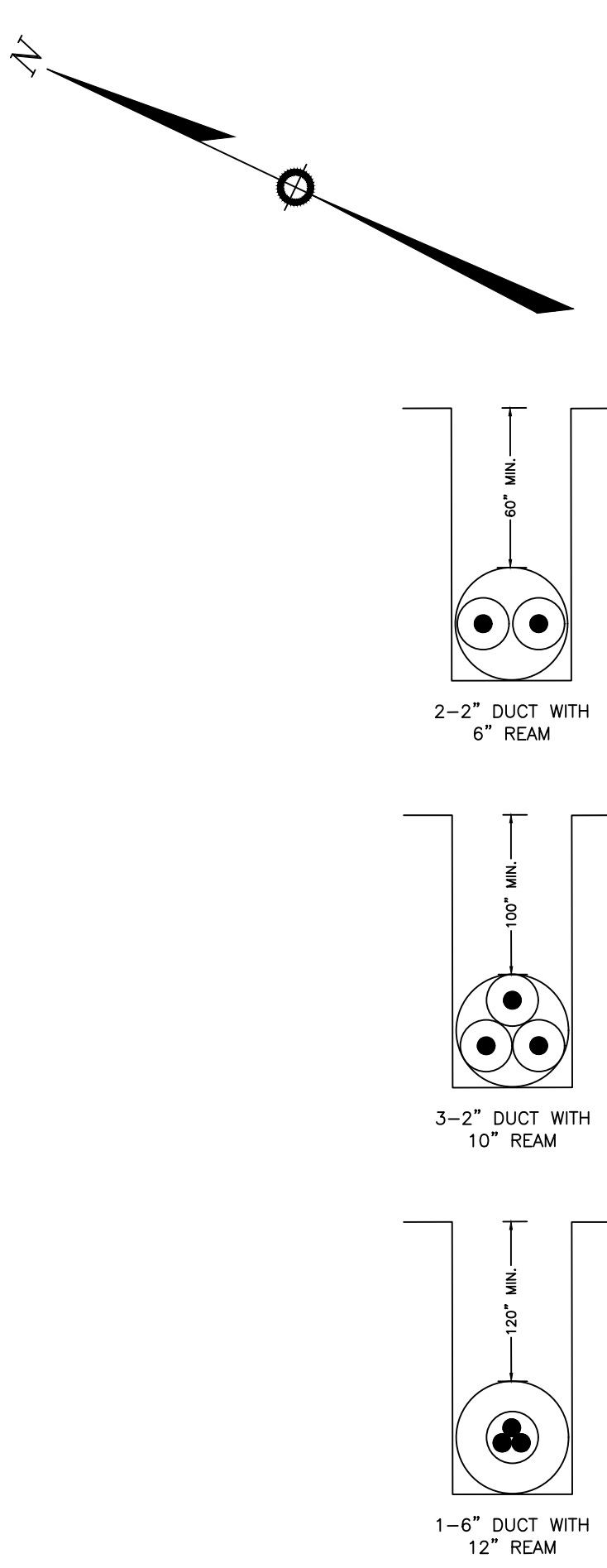
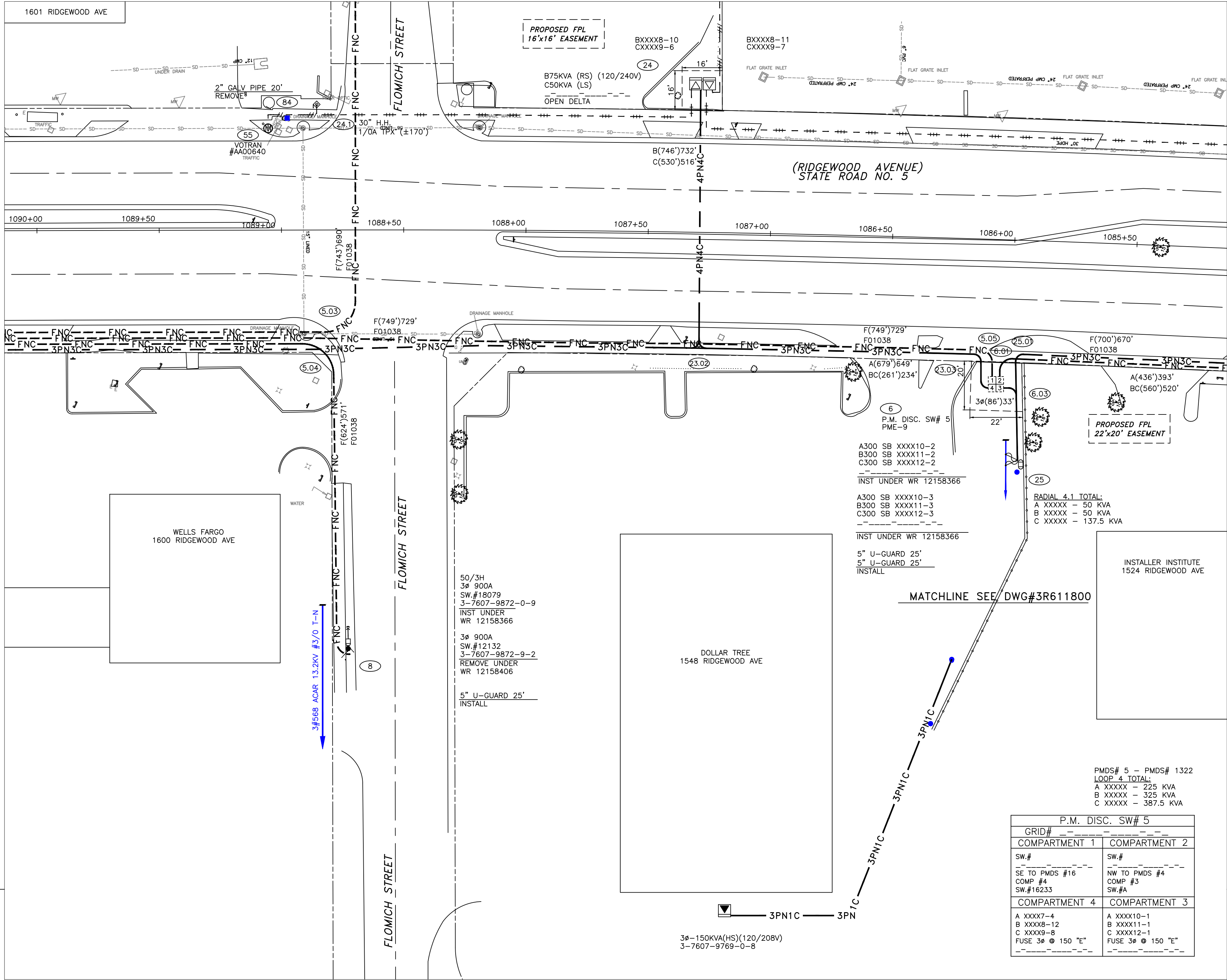
M/A: CF	
HOLLY HILL CONV. PH3 OH2UG	
HOLLY HILL VOLUSIA COUNTY, FL	
DWG NO.	(11) of (16)
WR:12158163	IWR: - -

MATCHLINE SEE SHEET 11

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 13

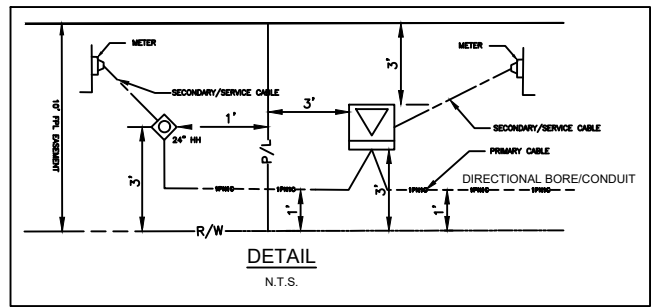
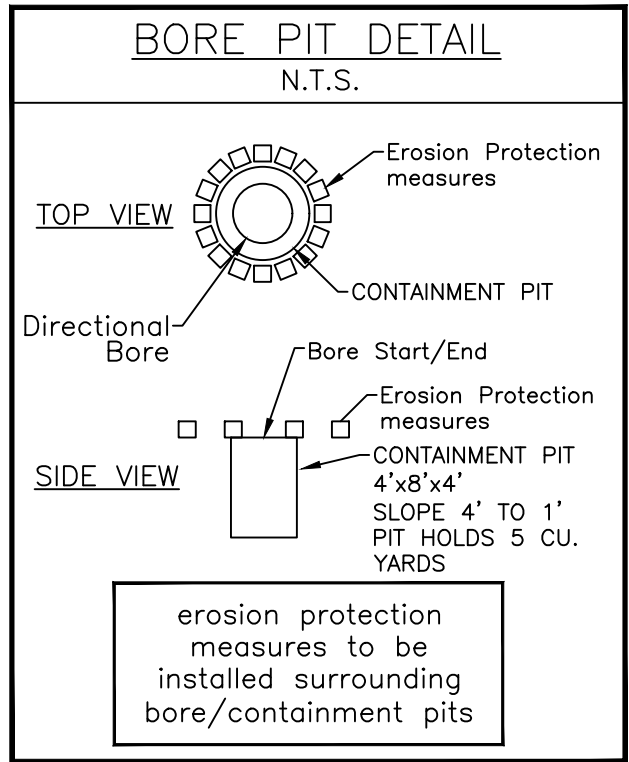


American Disabilities Act
If pole placement location
does not meet the minimum
single point distance of 32"
from edge of curb or back of
sidewalk, contact your
Production Lead, for further
instructions.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
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 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS.
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
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 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.



REFERENCE DWG's

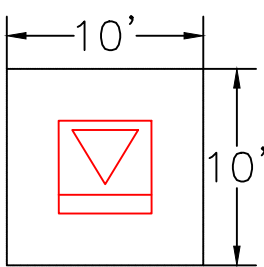
ATTENTION
ROW AGREEMENT

IMPORTANT:
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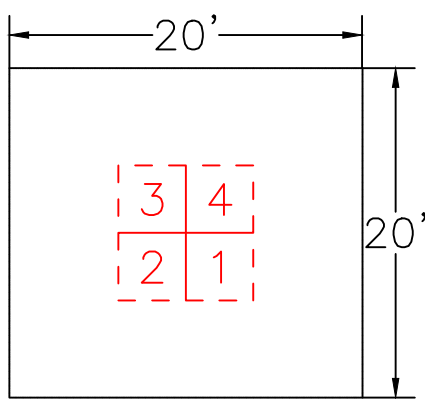
DISCLAIMER:
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CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

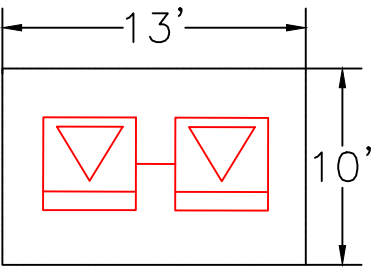
MATCHLINE SEE SHEET 1



TYPICAL PROPOSED TRANSFORMER LAYOUT:
• SINGLE PHASE
• REQUIRED EASEMENT
• 10' X 10'
• UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
• PME SWITCHES
• REQUIRED EASEMENT
• 20'X 20'
• UNLESS OTHERWISE NOTED
• SAME AS OTHER SWITCHGEAR



TYPICAL PROPOSED TRANSFORMER LAYOUT:
• OPEN DELTA
• REQUIRED EASEMENT
• 13' x 10'
• UNLESS OTHERWISE NOTED

PRELIMINARY

TWNP:14 RNC:32 SEC:42 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒		DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG HOLLY HILL VOLUSIA COUNTY, FL DWG. NO. (12) of (16) WR:12158163 IWR: -
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒		DRAWN BY	A. VOZZA	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		DATE	12/20/24	
Supervisor's Signature				CITY		DR. DIST.	COUNTY AIR		STATE RD X	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR XING	COUNTY RD.	TRANS.	MAP NO.	DY-0964	
Foreman's Signature				Telephone Request?		YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒	0 10 20 40 FEET		

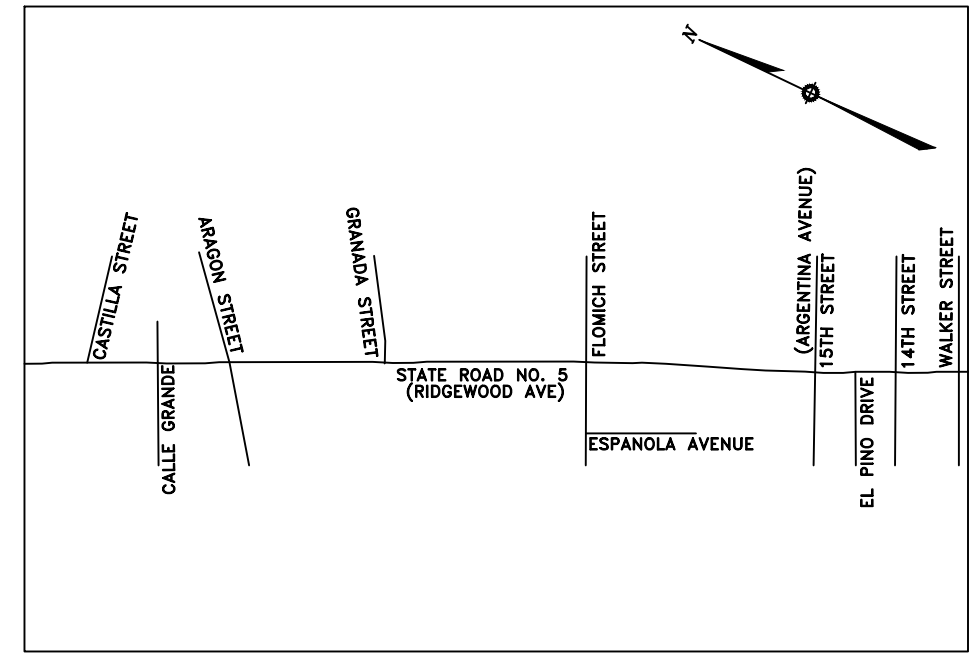
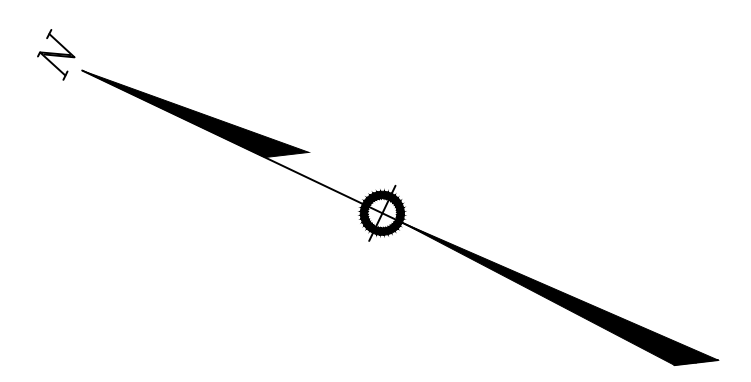
CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:21

MATCHLINE
SEE SHEET
11

MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 14

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



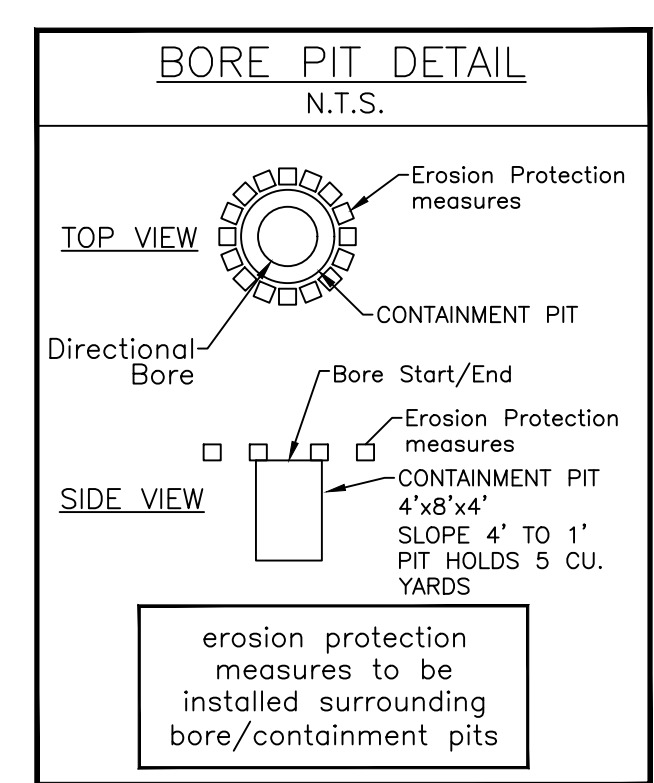
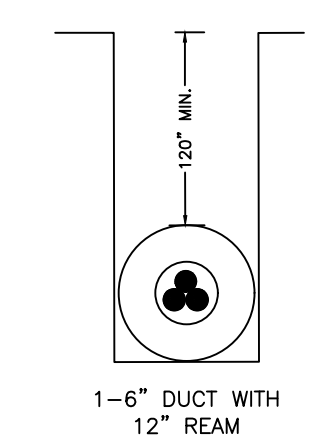
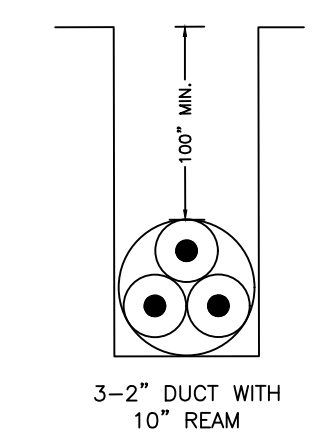
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LOCATE MARKINGS COLOR CODE

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YELLOW	GAS-OIL-STEAM	GREEN	SEWER
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WHITE	PROPOSED EXCAVATION		

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REFERENCE DWG's

PRELIMINARY

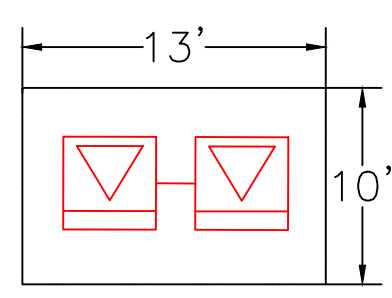
TWNP:14 RNG:32 SEC:42 QTR:

ATTENTION
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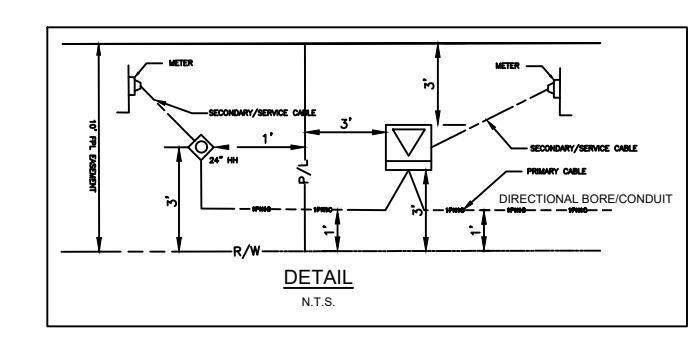
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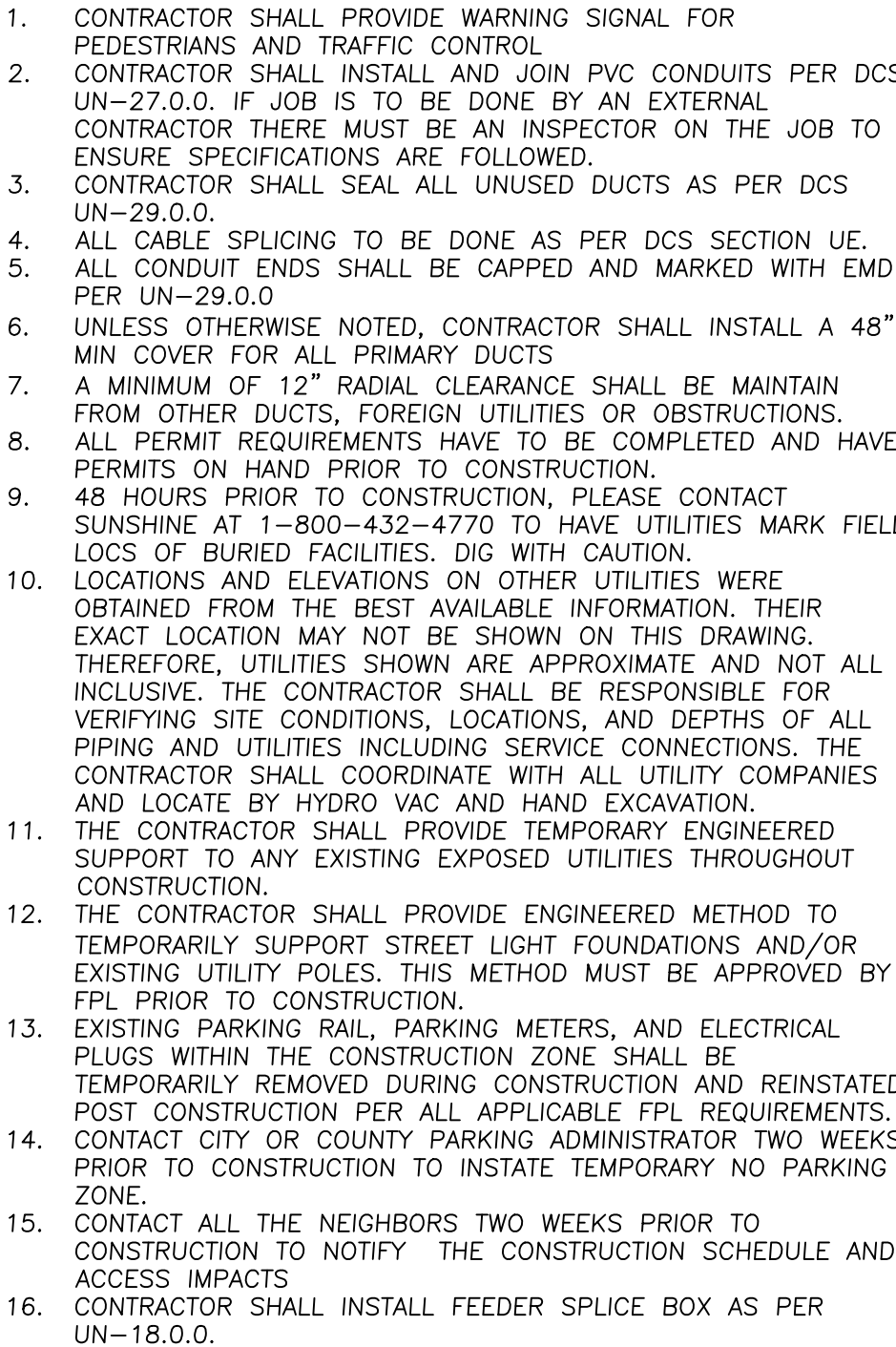


TYPICAL PROPOSED TRANSFORMER LAYOUT:

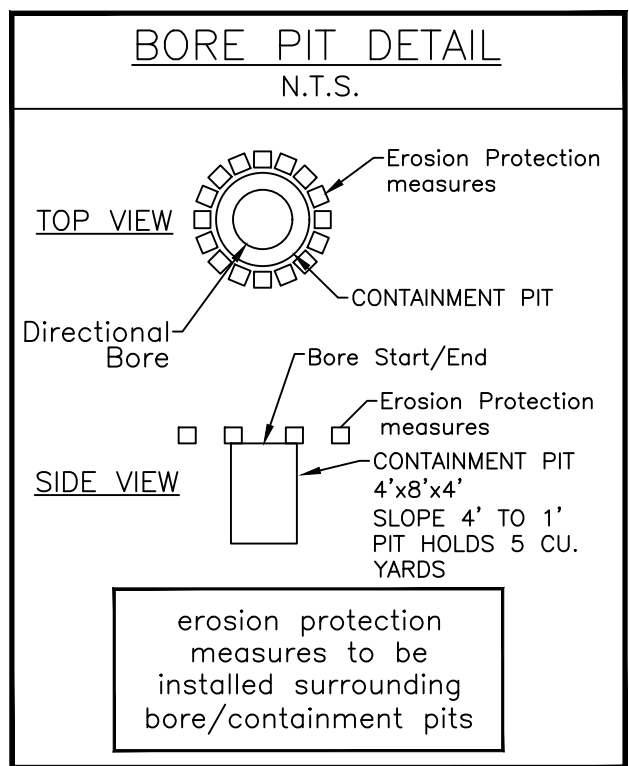
- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒			DESIGNED BY		A. VOZZA		M/A: CF		
Initials		Foreman's Signature		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒			DRAWN BY		A. VOZZA		HOLLY HILL CONV. PH3		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet		Duct Bank Feet			DATE		12/20/24		HOLLY HILL		
Supervisor's Signature				Date		CITY		DR. DIST.			COUNTY AIR		STATE RD X		FAA		VOLUSIA COUNTY, FL
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature		Date		WMD		RR XING		COUNTY RD.		TRANSN.		DWG NO. (13) of (16)	
Posted by				Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒						0 10 20 40 FEET		WR:12158163		IWR: - -	



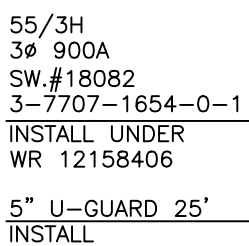
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TWNP: 14 RNG: 32 SEC: 42 QTR: _____

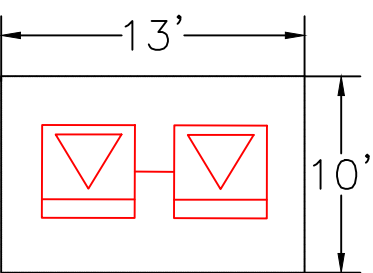
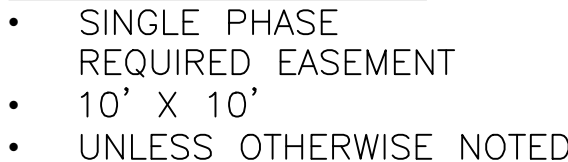


MATCHLINE SEE SHEET 15

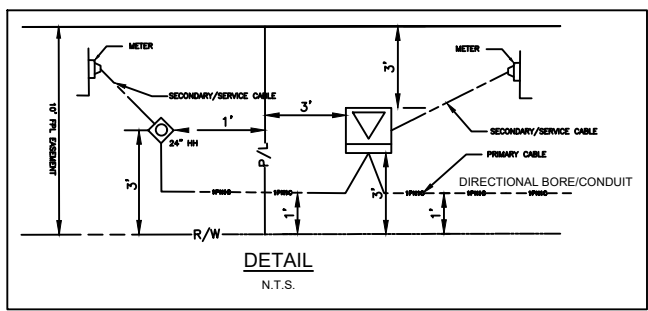


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- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒		
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					Map Posting? YES ☒ NO ☐	Trench Feet		Duct Bank Feet		
Supervisor's Signature		Date			FURNISHED	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
						WMD	RR XING	COUNTY RD.	TRANSM.	
All required ground rods. Have been driven & verified to be within FPL standards. Values are shown at all locations.					Posted by	Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒		
Foreman's Signature		Date								

CAD NAME: PLOT DATE: 12/20/2024 PLOT TIME: 14:11:31

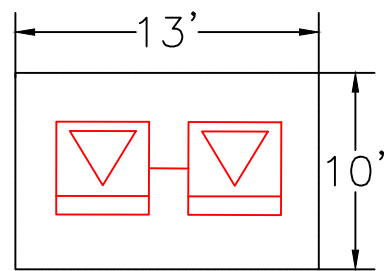
MATCHLINE SEE SHEET 14

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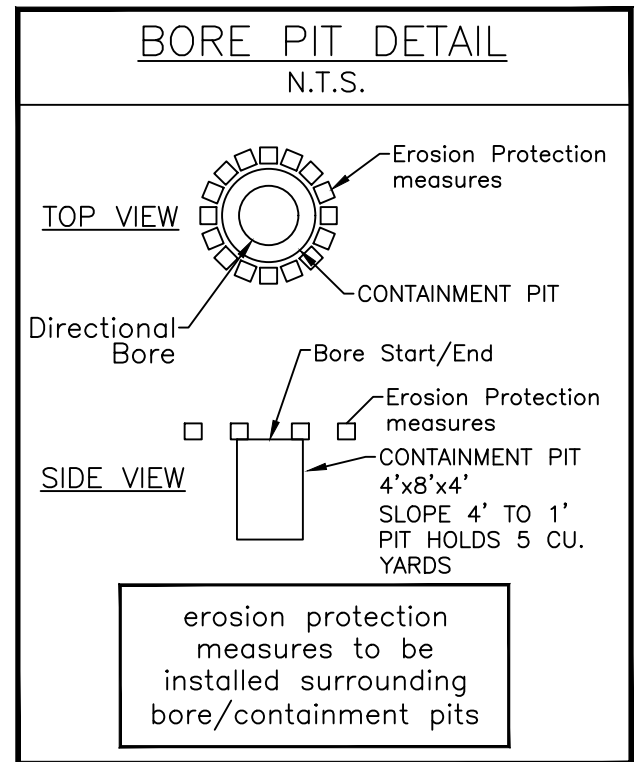
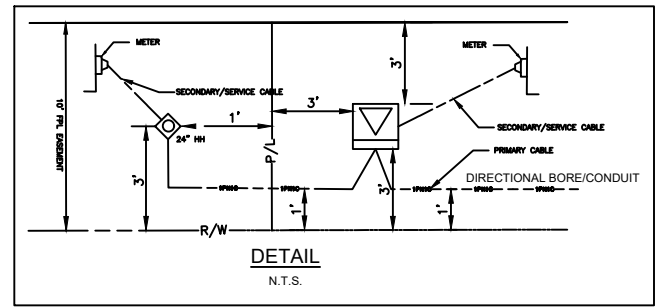
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• OPEN DELTA
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• 13' x 10'
• UNLESS OTHERWISE NOTED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	
Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	
Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	
Date	

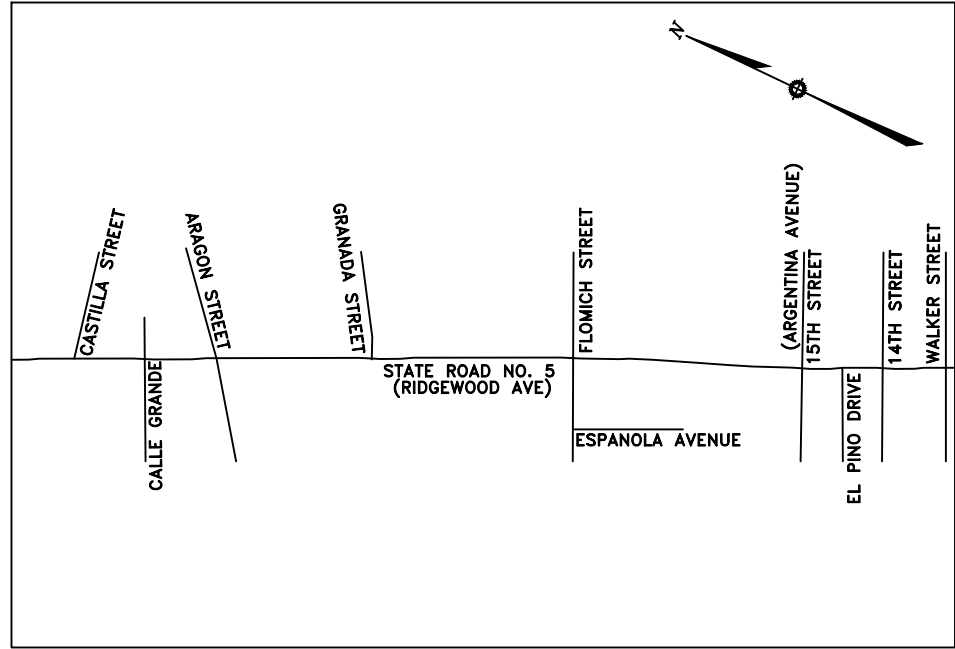
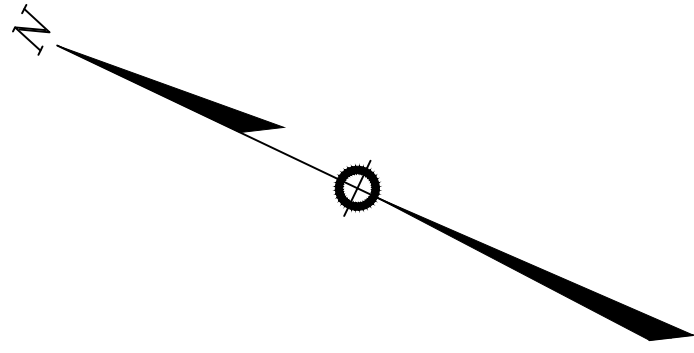
Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet	Duct Bank Feet		
PERMITS	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
	WMD	RR XING	COUNTY RD.	TRANSN.	
Posted by	Telephone Request?		YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒



PRELIMINARY

DESIGNED BY	A. VOZZA	DWG. NO. (15) of (16) WR:12158163 IWR: - -
DRAWN BY	A. VOZZA	
DATE	12/20/24	
MAP NO.	DY-0964	
0 10 20 40 FEET		

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



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WHITE PROPOSED EXCAVATION
BLUE WATER
GREEN SEWER
ORANGE CABLE TV

- GENERAL NOTES
- CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
 - CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
 - CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
 - ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
 - ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0.
 - UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
 - A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
 - ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
 - 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOC'S OF BURIED FACILITIES. DIG WITH CAUTION.
 - LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
 - EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
 - CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTAITE TEMPORARY NO PARKING ZONE.
 - CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
 - CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

REFERENCE DWG's

TWNP:14 RNG:32 SEC:42 QTR: _____

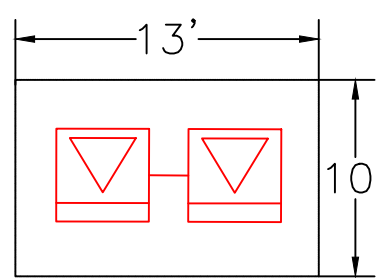
ATTENTION =====

AGREEMENT

IMPORTANT: THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY. THE AREAS ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHOULD PROVIDE FOR EITHER A SUBSTITUTE LOCATION, INCLUDING ANY ASSESSMENT THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES. IN THE EVENT OF FUTURE RESTRUCTURING OR RECONSTRUCTION OF THE FACILITIES, REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DDC FILES/GO FOR FURTHER DETAILS.

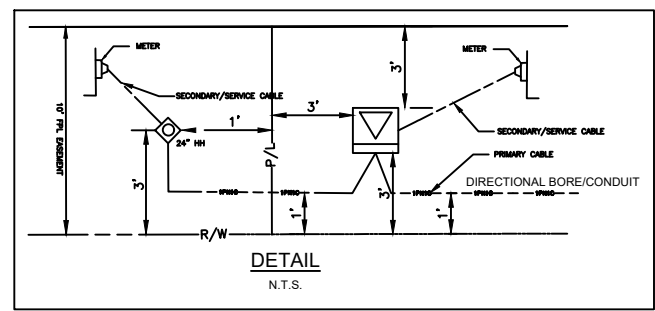
DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE
LOCATIONS
CALL: 1-800-432-4770
CAUTION: THIS DRAWING IS AN
APPROXIMATION.
DETERMINE EXACT LOCATION OF THE
CABLE/DUCT LINES/CONDUIT PRIOR TO ANY
SURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE
USED FOR COORDINATION PURPOSES TO
DETERMINE FPL PROPOSED EQUIPMENT
PLACEMENT.
THESE DRAWINGS ARE NOT FOR
CONSTRUCTION

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTE OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

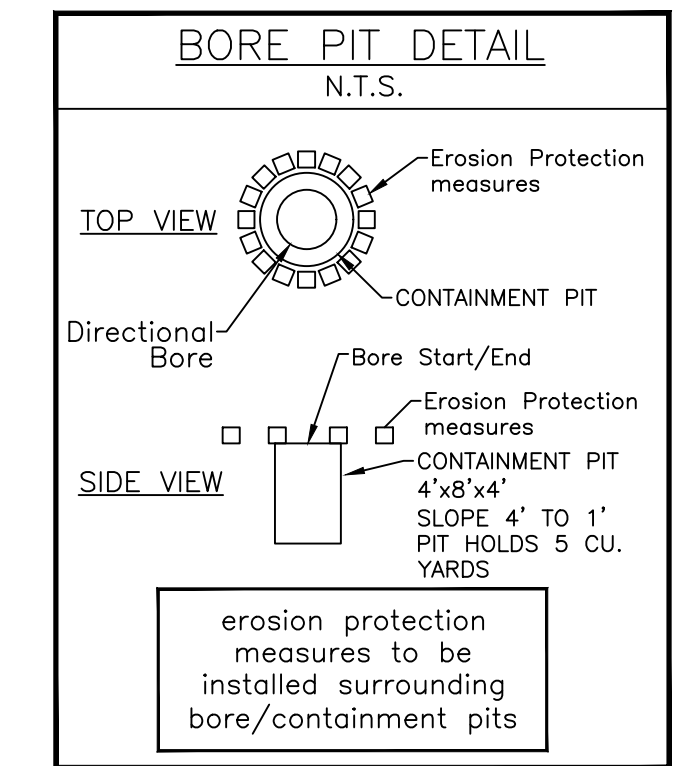


TYPICAL PROPOSED
TRANSFORMER LAYOUT:

- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
- UNLESS OTHERWISE NOTED



AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐		Survey/Stake? YES ☐ NO ☒		Work with SMO? YES ☐ NO ☒															
Initials _____ Cert. Date _____		Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☒		Designer/Stake? YES ☐ NO ☒		CT/Special Mtr? YES ☐ NO ☒															
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐		Trench Feet _____		Duct Bank Feet _____															
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		<table border="1"> <tr> <td>CITY</td> <td>DR. DIST.</td> <td>COUNTY</td> <td>AIR</td> <td>STATE</td> <td>RD</td> <td>X</td> <td>FAA</td> </tr> <tr> <td>WMD</td> <td>RR</td> <td>XING</td> <td>COUNTY</td> <td>RD.</td> <td>TRANS.</td> <td></td> <td></td> </tr> </table>		CITY	DR. DIST.	COUNTY	AIR	STATE	RD	X	FAA	WMD	RR	XING	COUNTY	RD.	TRANS.				
CITY	DR. DIST.					COUNTY	AIR	STATE	RD	X	FAA												
WMD	RR	XING	COUNTY	RD.	TRANS.																		
Foreman's Signature _____ Date _____		Posted by _____		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒																	



PRELIMINARY

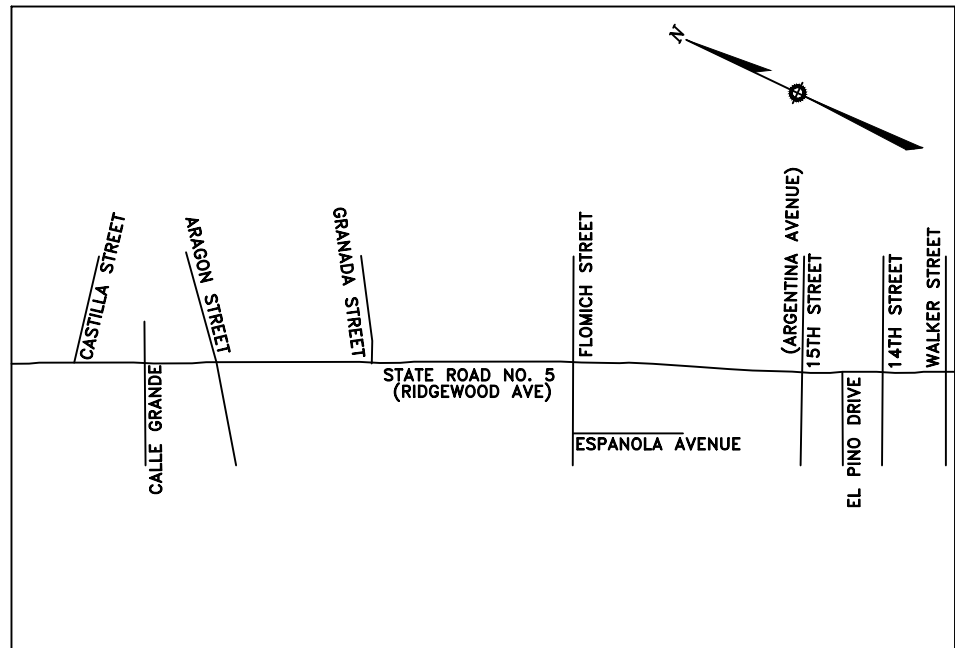
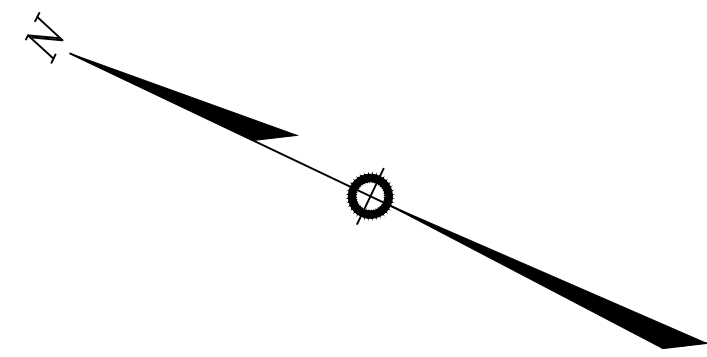


DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

A horizontal scale bar with tick marks at 0, 10, 20, and 40. The word "FEET" is centered below the bar.

REFERENCE DWG's

M/A: CF
HOLLY HILL CONV. PH3
OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL
NO. (16) of (16)
2158163 IWR: - -

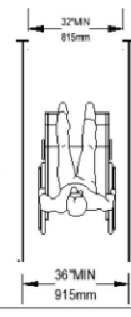


American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG**

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS—OIL—STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



- GENERAL NOTES
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REFERENCE DWG'S

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

CITY OF HOLLY HILL

US-1 (RIDGEWOOD AVENUE)

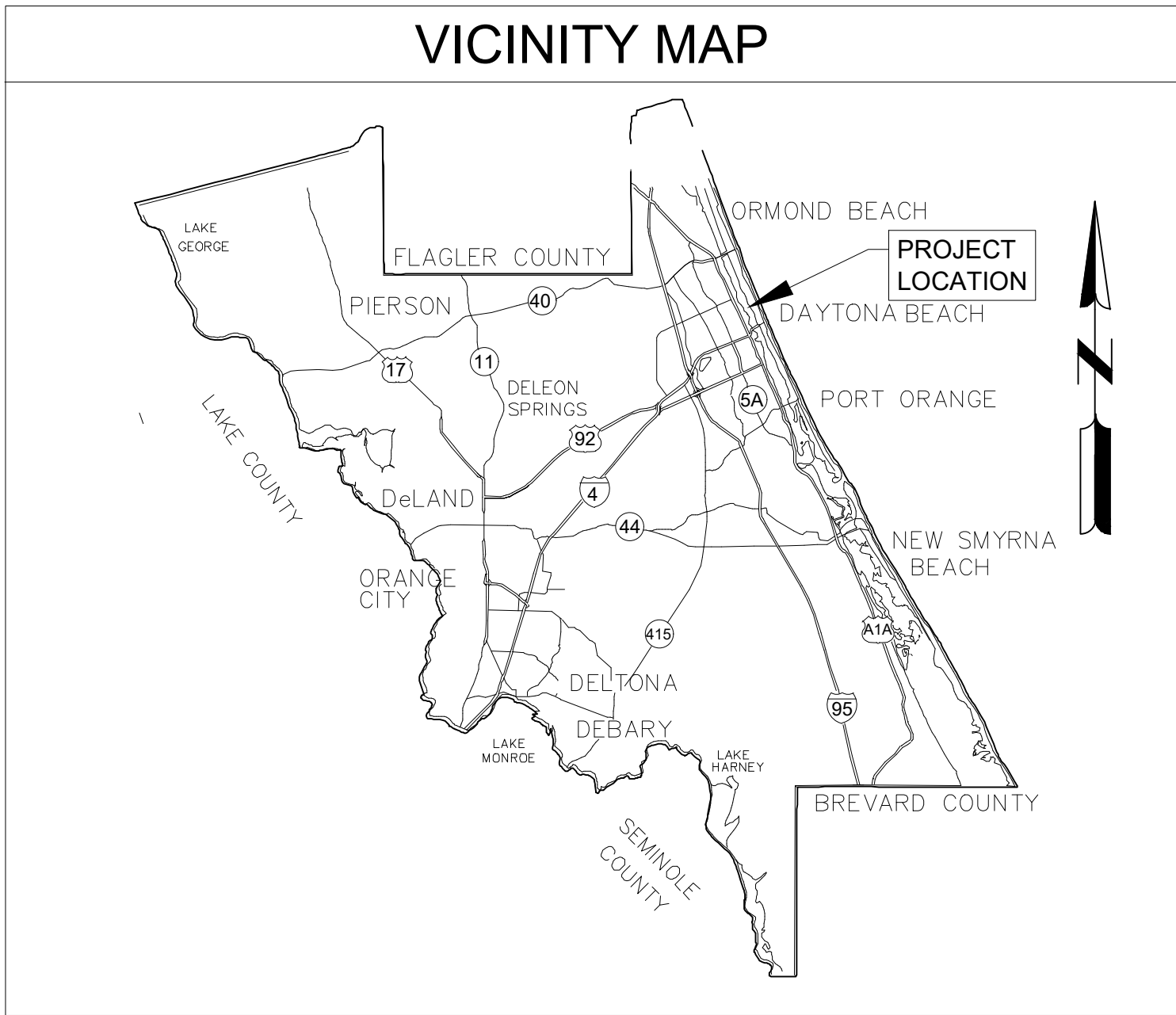
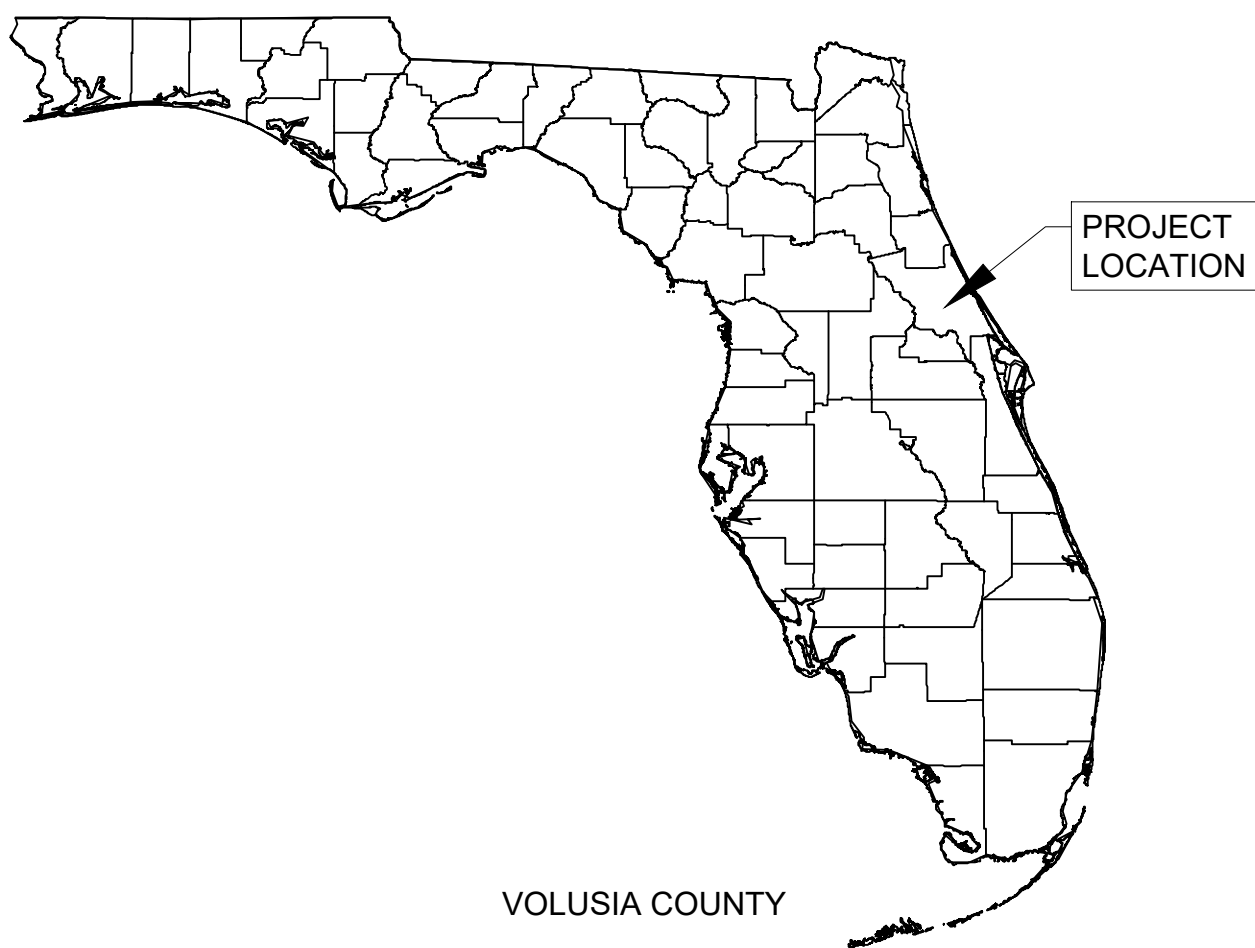
OVERHEAD TO UNDERGROUND UTILITY CONVERSION - PHASE 3 FROM WALKER STREET TO CALLE GRANDE AVENUE

1000710-171304.05

AUGUST 2025

BID SET

ELECTRICAL PLANS



GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Standard Plans for Road Construction and associated IRs are available at the following website:
<https://www.fdot.gov/design/standardplans/2024/24.shtm>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm>



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G-001 COVER SHEET (ELECTRICAL)

E-001 KEY SHEET (ELECTRICAL)

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E-011 ELECTRICAL SITE PLAN

E-012 ELECTRICAL SITE PLAN

E-013 ELECTRICAL SITE PLAN

E-014 ELECTRICAL SITE PLAN

E-015 ELECTRICAL SITE PLAN

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E-019 ELECTRICAL SITE PLAN

E-101 POWER PLANS AND RISER DIAGRAMS

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E-216 POWER PLANS AND RISER DIAGRAMS

E-217 POWER PLANS AND RISER DIAGRAMS

E-218 POWER PLANS AND RISER DIAGRAMS

E-501 ELETRICAL DETAILS

PROJECT TEAM:

OWNER:

CITY OF HOLLY HILL
CONTACT: ANTOINE KHOURY
PUBLIC WORKS DIRECTOR
1065 RIDGEWOOD AVENUE,
HOLLY HILL, FL 32117
PHONE: (386)-248-9463

ENGINEER OF RECORD:

CIVIL ENGINEER:

MEAD & HUNT, INC.
CONTACT: DAVID KING
PROJECT MANAGER
4401 EASTPORT PARKWAY
PORT ORANGE, FL 32127
PHONE: (386)-547-7362

CITY OFFICIALS	
MAYOR	JOHN PENNY
CITY MANAGER	JOSEPH FORTE
COMMISSIONERS	
VICE MAYOR	ROY JOHNSON
COUNCILMEMBER	DEBRA SNOW
COUNCILMEMBER	PENNY CURRIE
COUNCILMEMBER	JEFFREY "JD" DELANOY



Know what's below.
Call before you dig.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

ISSUED

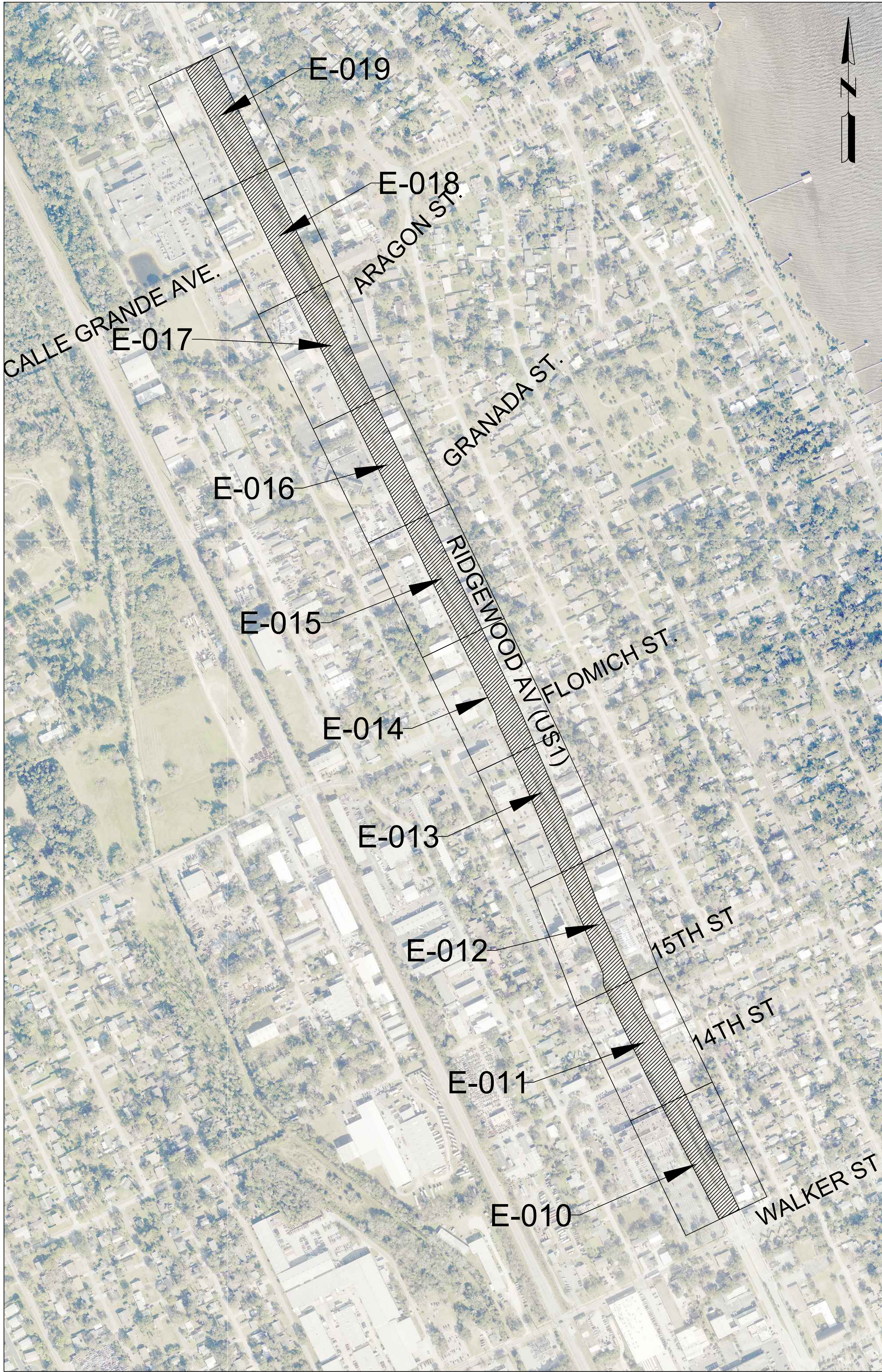
NOT FOR CONSTRUCTION

M&H NO.: 1000710-171304.05
DATE: AUGUST 2025
DESIGNED BY: RJG
DRAWN BY: RJG
CHECKED BY: DAK
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET
(ELECTRICAL)

SHEET NO.

G-001



ABBREVIATIONS

3R	NEMA 3R RATING
4X	NEMA 4X RATING
A	AMPERES
A/E	ARCHITECT / ENGINEER
AAC	ABOVE ACCESSIBLE CEILING
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFB	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AIC	AMPERE INTERRUPTING CAPACITY
AL	ALUMINUM
ALT	ALTERNATE
ATS	AUTOMATIC TRANSFER SWITCH
BLDG	BUILDING
BRKR	BREAKER
C	CIRCUIT
CB	CIRCUIT BREAKER
CBV	CABLING BY VENDOR
CKT	CIRCUIT
CP	CIRCULATION PUMP OR CONTROL PANEL
CPT	CONTROL POWER TRANSFORMER
CU	COPPER
D	DEMOLISH
DISC	DISCONNECT
DPST	DOUBLE POLE SINGLE THROW
DWG	DRAWING
E	EXISTING
E/O	ELECTRICAL-TO-OPTICAL CONVERTER
EC	ELECTRICAL CONTRACTOR
ECB	ENCLOSED CIRCUIT BREAKER
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
ERL	EXISTING TO BE RELOCATED
ERLD	EXISTING - RELOCATED LOCATION
ETR	EXISTING TO REMAIN
F	FUSED
FVNR	FULL VOLTAGE NON REVERSING
GC	GENERAL CONTRACTOR
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
GRS	GALVANIZED RIGID STEEL
HD	HAND DRYER
HOA	HAND OFF AUTO
HOR	HAND OFF REMOTE
HP	HORSEPOWER
HVAC	HEATING, VENTILATION, AIR CONDITIONING
IG	ISOLATED GROUND
IMC	INTERMEDIATE METALLIC CONDUIT
INT	INTERLOCK
IWH	INSTANTANEOUS WATER HEATER
J-BX	JUNCTION BOX
KMCL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT-AMPERES
LA	LIGHTNING ARRESTOR
LBS	POUNDS
LCS	LOCAL CONTROL STATION
LFS	LIGHTING FIXTURE SCHEDULE
LTG	LIGHTING
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR OR METAL CLAD CABLE
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MDF	MAIN DISTRIBUTION FRAME
MDP	MAIN DISTRIBUTION PANEL
MH	MANHOLE
MIN	MINIMUM
MLO	MAIN LUG ONLY
MM	MULTIMODE (FIBER)
MTD	MOUNTED
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NL/EL	NIGHT LIGHT AND EMERGENCY LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OC	ON CENTER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OH	OVERHEAD
OL	OVERLOAD
P	POLE
PB	PUSH BUTTON
PH	PHASE
PM	PHASE MONITOR
PML	PANEL
PVC	POLYVINYL CHLORIDE
RCP	RADIANT CEILING PANEL
RECPT	RECEPTACLE
REF	REFRIGERATOR
REQ'D	REQUIRED
RGS	RIGID GALVANIZED STEEL CONDUIT MAY ALSO BE REFERENCED AS RMC OR
RMC	RIGID METAL CONDUIT
SM	SINGLE MODE (FIBER)
S/N	SOLID NEUTRAL
SE	SERVICE ENTRANCE
SS	STAINLESS STEEL
ST	SHUNT TRIP
SW	SWITCH
TBR	TO BE REMOVED
TYP	TYPICAL
UG	UNDERGROUND
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
V	VOLTS
VFD	VARIABLE FREQUENCY DRIVE
VS	VERSUS
W	WATTS
WL	WET LOCATION LISTED
WP	WEATHERPROOF
XFMR	TRANSFORMER
XP	EXPLOSION PROOF

COORDINATION NOTES

- COORDINATE COMPLETE INSTALLATION WITH FPL, THE ENGINEER, AND CITY BUILDING OFFICIAL.
- OBTAIN ALL PERMITS AND INSPECTIONS REQUIRED BY THE CITY.
- PRIOR TO ANY ELECTRICAL WORK, IDENTIFY METHODS AND MATERIALS, AND OBTAIN PERMIT FOR EACH SERVICE.
- UNLESS OTHERWISE NOTED, ALL CONDUCTORS TO BE THWN COPPER.
- NO LBS, PLUMBING 90 DEGREE CONDUITS ALLOWED AHEAD OF METERS. USE ALL SWEEP 90 DEGREE. MINIMIZE THE NUMBER OF 90 DEGREES IN ANY CONDUIT SWEEP. PROVIDE FPL METER SEALING HASP ON ANY REMOVABLE COVERS SERVING METER GUTTERS, ETC.
- THE CITY WILL WAIVE ALL CITY PERMIT FEES.
- THE CITY WILL PAY THE FPL CONVERSION FEES.
- THE CITY DOES NOT ALLOW STORAGE OF MATERIALS ON-SITE OR ON VACANT LOTS WITHOUT CITY COMMISSION APPROVAL OF A SPECIAL EXCEPTION. THE CONTRACTOR IS TO PROVIDE COST FOR RENTING A SUITABLE SITE. IF THE SELECTED SITE IS DEEMED ACCEPTABLE, AND THE CONTRACTOR DESIRES TO APPLY FOR A SPECIAL EXCEPTION. THE CITY WILL WAIVE THE APPLICATION FEE.
- DURING DISCONNECTS / RECONNECTS, THE INTERRUPTION OF SERVICE SHALL BE KEPT TO A MINIMUM. IN THE CASE OF EXTENSIVE OUTAGE, THE CITY WILL PROVIDE A 30KW 3 PHASE GENERATOR AND THE CONTRACTOR WILL BE RESPONSIBLE FOR ITS CONNECTION. CONTRACTOR SHALL SUBMIT ANY REQUEST FOR GENERATOR USE IN A TIMELY FASHION AND PROVIDE THE CITY WITH AMPLE TIME TO COORDINATE WITH THE CONTRACTOR.

ONE-LINE SYMBOLS

	FUSED DISCONNECT SWITCH
	EQUIPMENT CONNECTION
	METER
	NON-FUSED DISCONNECT SWITCH
	PANELBOARD (ELEVATION VIEW)
	UTILITY CONNECTION

LINE TYPE KEY

	NEW WORK (DARK SOLID LINE)
	EXISTING TO REMAIN (THIN SOLID LINE)
	DEMOLITION WORK (DARK DASHED SOLID LINE)
	NEW WORK (DARK SOLID LINE)
	DEMOLITION WORK (DARK DASHED SOLID LINE)
	CENTER LINE
	EASEMENT
	OVER HEAD LINES
	RIGHT OF WAY
	SANITY SEWER
	WATER MAIN

SITE SYMBOLS

	HANDHOLE
	CUSTOMER METER
	TRANSFORMER

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING CODES, STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.
- UTILITIES AND STRUCTURES SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO AVOID CONFLICT WITH EXISTING FACILITIES. FIELD CHANGES TO PIPE ALIGNMENT MAY BE NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR POSSIBLY WORKING IN CLOSE PROXIMITY OF TELEPHONE CABLES WHICH MAY INCLUDE STRIPPING AND RE-BURYING CABLES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER EXISTING FEATURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE BECOME FAMILIAR WITH THE DETAILS OF WORK, VERIFY EXISTING CONDITIONS IN THE FIELD, AND ADVISE THE ENGINEER OF ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THE DRAWINGS. THESE CONFLICTS SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING THEIR WORK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE A FIRE HYDRANT METER AND BACK-FLOW ASSEMBLY FOR WATER USAGE. WATER USAGE WILL BE BILLED BUT SHALL BE METERED AND REPORTED TO THE CITY. CONTRACTOR MAY OBTAIN A FIRE HYDRANT METER AND BACK-FLOW ASSEMBLY FROM THE CITY'S WATER DEPARTMENT. A REFUNDABLE DEPOSIT WILL APPLY.
- THE CONTRACTOR SHALL CONDUCT THEIR WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROADS TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
- ADEQUATE EXCAVATION, SHEATHING, SHORING, AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS THAT MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, OR IN ANY WAY AFFECTED BY THE WORK, WHICH IS NOT CALLED FOR BY THE PLANS. WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES BY THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ORIGINAL CONDITION.
- ALL NON-PAVED AREAS DISTURBED SHALL BE SODDED WITH LIKE KIND OF SOD.
- ALL DAMAGED PRIVATE SPRINKLERS SHALL BE MADE OPERABLE BY THE CONTRACTOR BY THE END OF THE DAY WHICH THE DAMAGE OCCURRED. SYSTEMS SHALL BE FULLY RESTORED BY THE END OF THE WEEK.
- THE PROPOSED CONDUITS HAVE BEEN SHOWN IN SCHEMATIC FORM. THE CONTRACTOR SHALL LIMIT IMPACT TO EXISTING FEATURES BY GROUPING SIMILAR TYPE CONDUITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH REPLACING AND/OR REPAIRING ANY EXISTING CONDUIT, PIPING, UTILITIES SIDEWALKS, WALLS, PROPERTY, NON-PAVED AREAS, SPRINKLER SYSTEMS, ETC. THAT ARE DAMAGED BY CONSTRUCTIONS. MATCH TO EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION.

FLORIDA POWER & LIGHT (FPL) NOTES:

- CONTACT:
ANDREA CASTLEBLANCO
(561)389-33976
ANDREA.CASTELBLANCO@FPL.COM
- CONDUIT TO BE HDPE / PVC.
- ALL WORK TO CONFORM TO FPL / NEC REQUIREMENTS.
- MINIMUM CONDUIT RADIUS = 3' (SWEEPS).
- FOR COMMERCIAL SERVICES THE CONTRACTOR WILL INSTALL CONDUCTORS.
- FPL WILL PROVIDE ALL HAND HOLES AND TRANSFORMERS.

MAINTENANCE OF TRAFFIC NOTES

- ALL MAINTENANCE OF TRAFFIC SHALL CONFORM TO FDOT 600 INDEXES.
- THE CONTRACTOR SHALL COORDINATE IMPACT TO PARKING WITH PROPERTY OWNERS. CONTRACTORS SHALL NOT IMPACT MORE THAN 50% OF INDIVIDUAL PROPERTY'S PARKING AT ONE TIME.
- SAFE CONTINUOUS PEDESTRIAN TRAFFIC TO BE MAINTAINED.

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HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3
HOLLY HILL, FL 32117

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DATE: AUGUST 2025
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SHEET CONTENTS
KEY SHEET
(ELECTRICAL)

SHEET NO.

E-001

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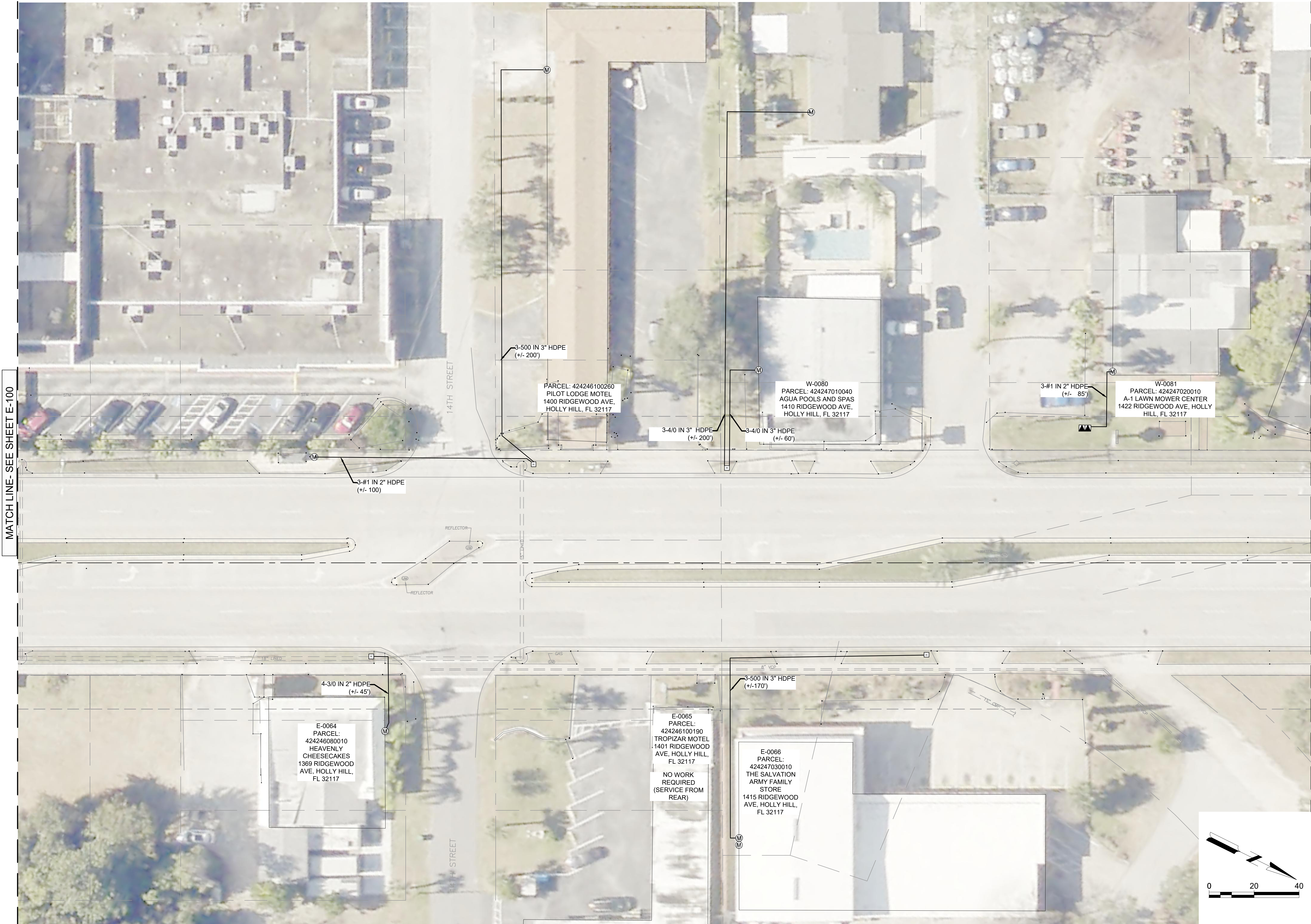
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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

E-010

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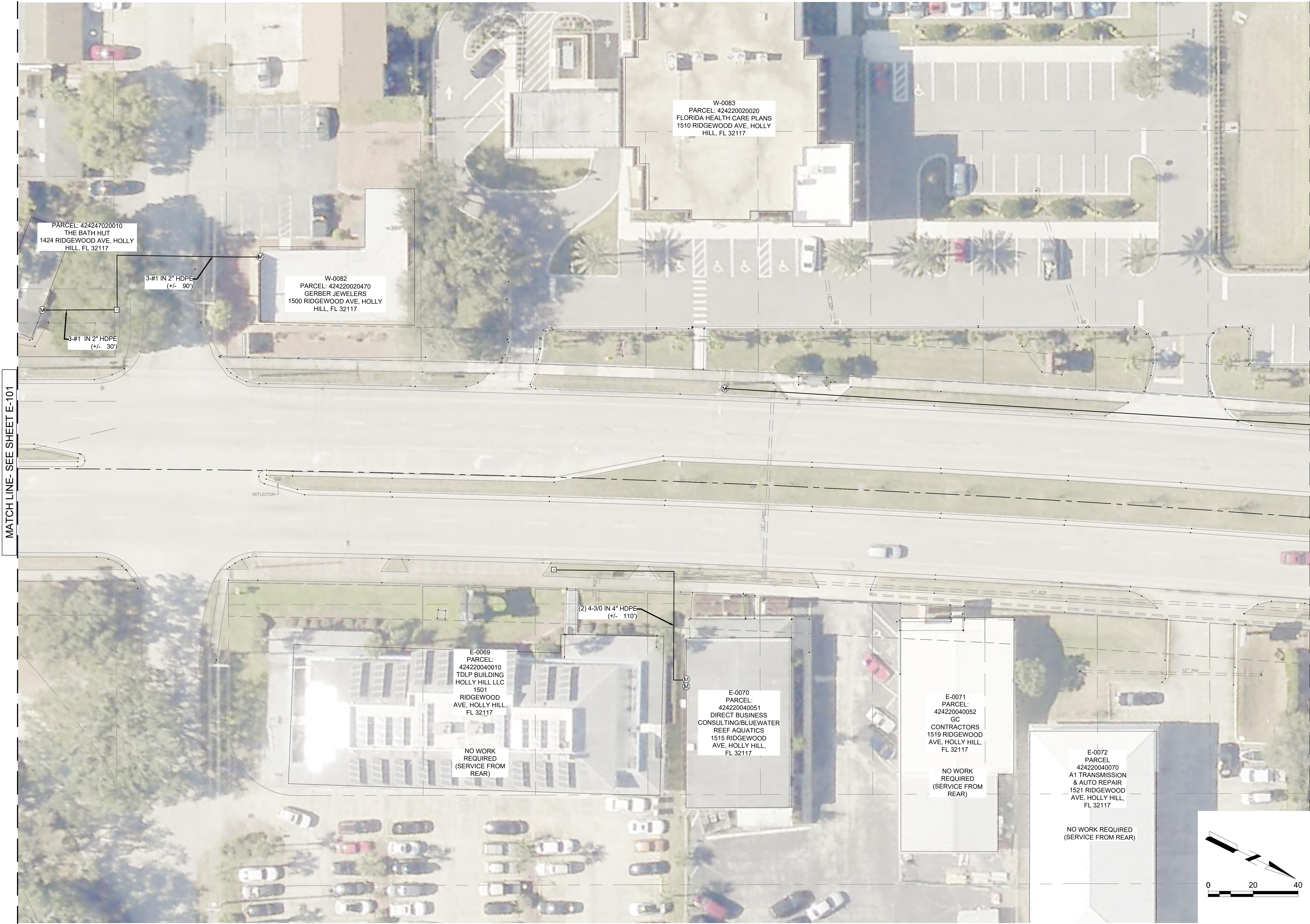
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SHEET CONTENTS
**ELECTRICAL SITE
PLAN**

SHEET NO.

E-011

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US-1 UNDERGROUNDING
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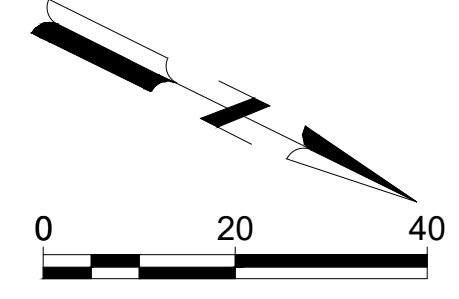
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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

E-012



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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

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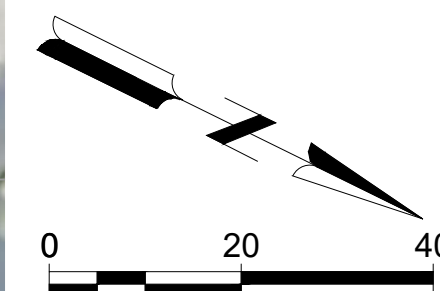
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SHEET CONTENTS

ELECTRICAL SITE
PLAN

SHEET NO.

E-014



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SHEET CONTENTS
ELECTRICAL SITE PLAN

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SHEET CONTENTS
ELECTRICAL SITE PLAN

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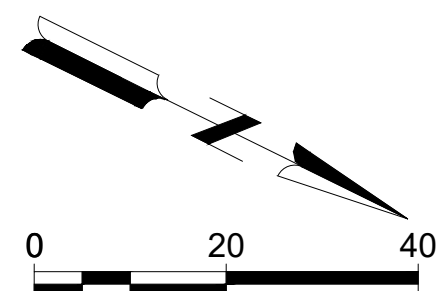
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MATCH LINE- SEE SHEET E-106



MATCH LINE- SEE SHEET E-108



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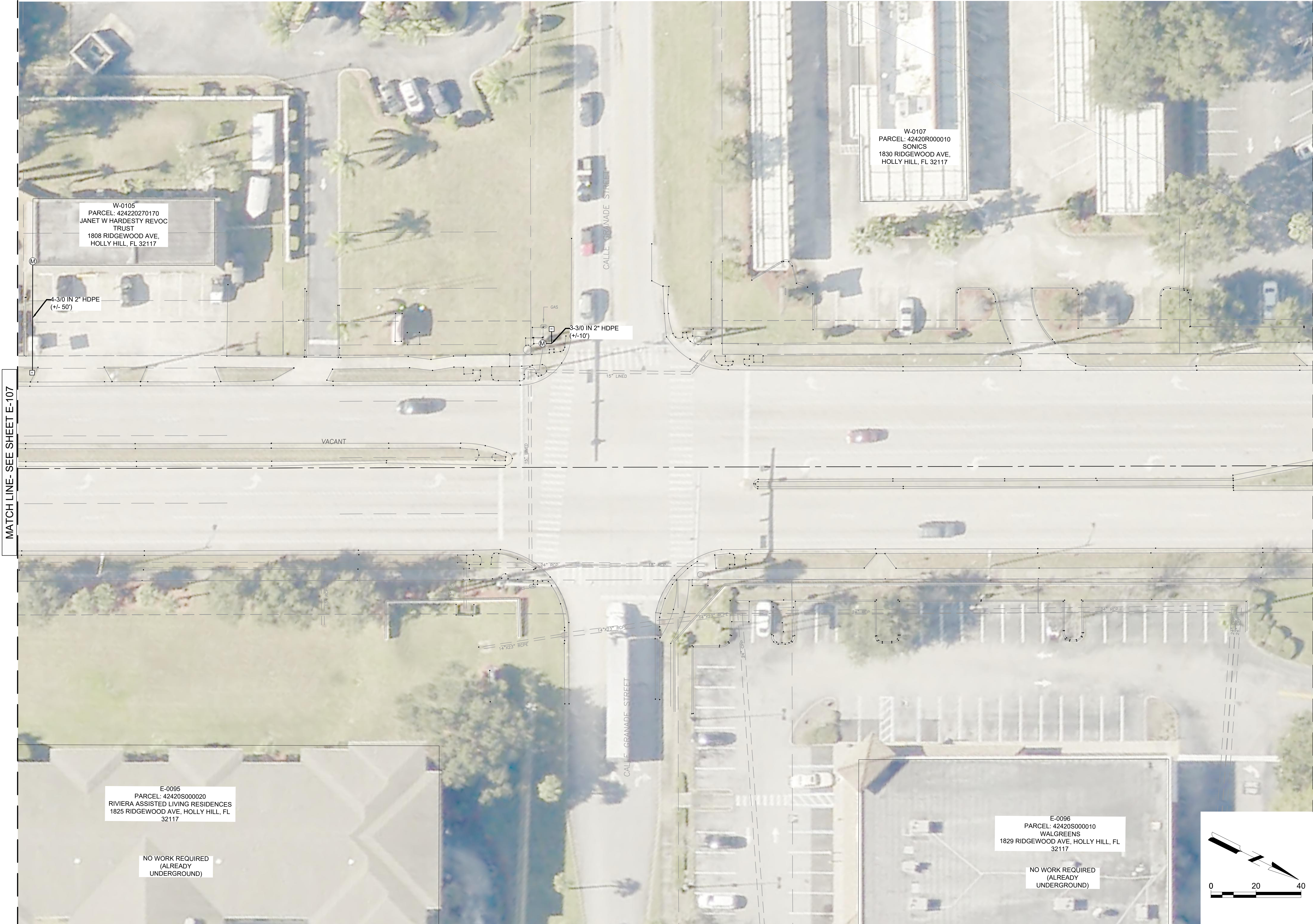
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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

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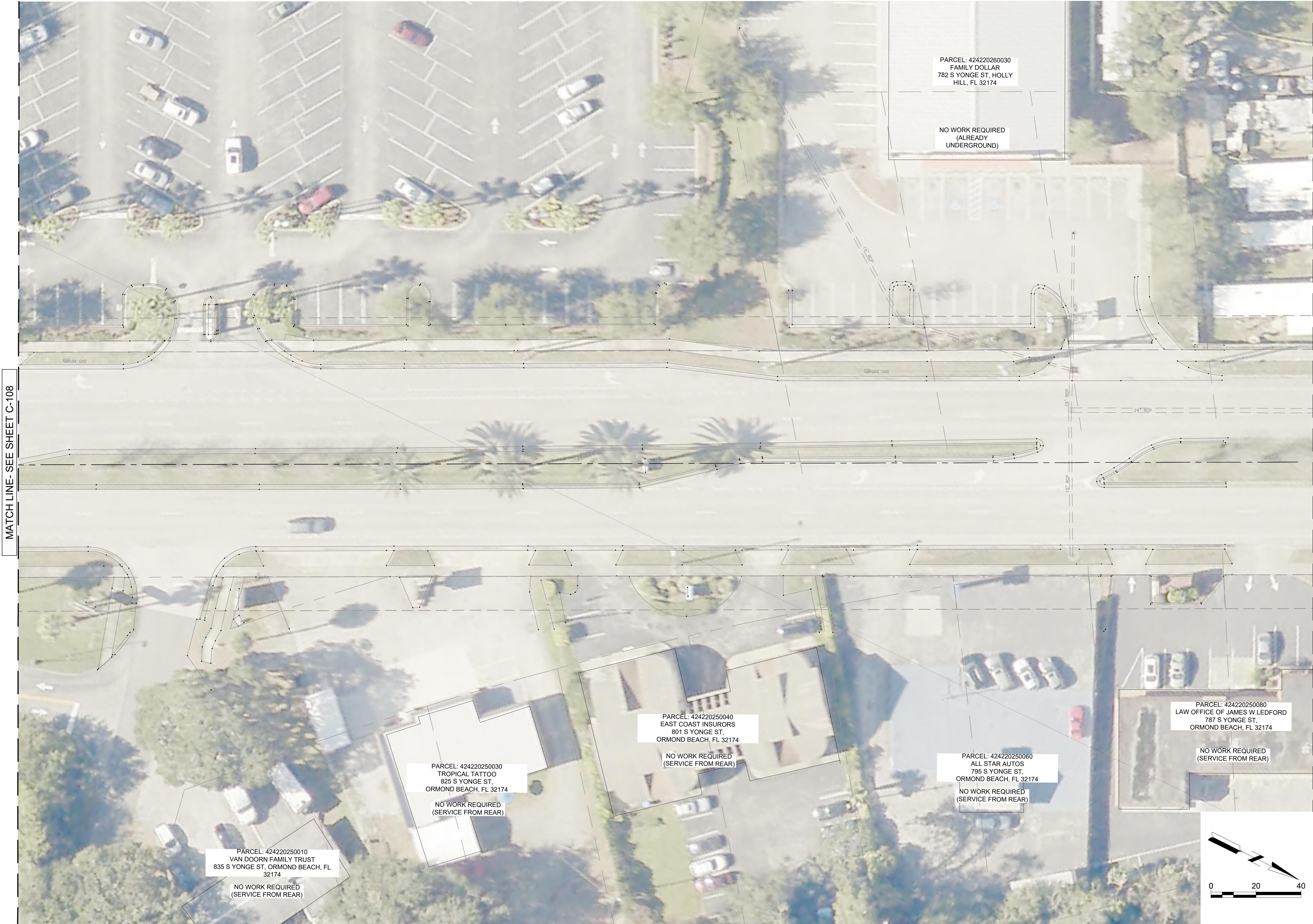
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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

E-018

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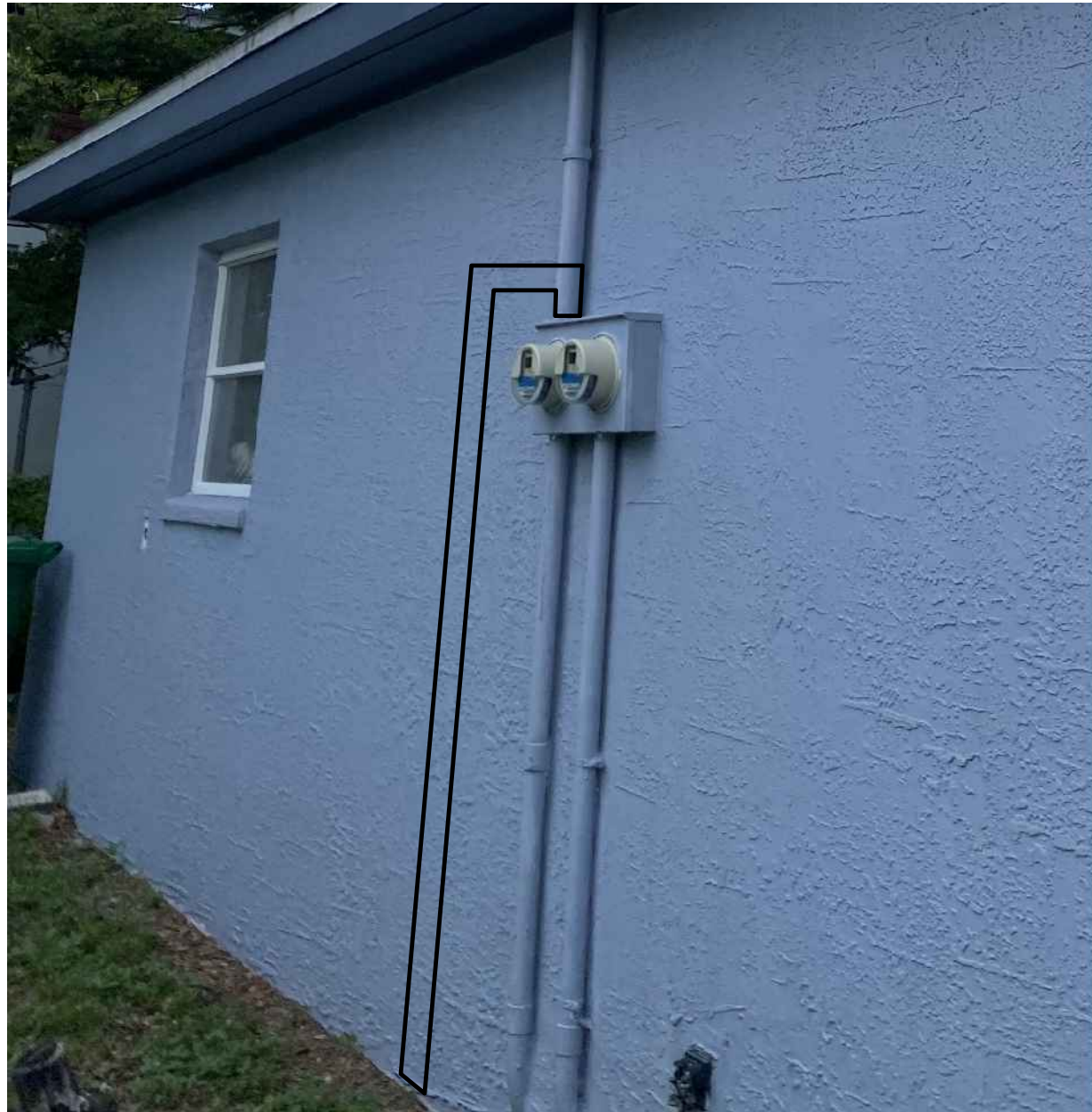
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SHEET CONTENTS
ELECTRICAL SITE PLAN

SHEET NO.

E-019

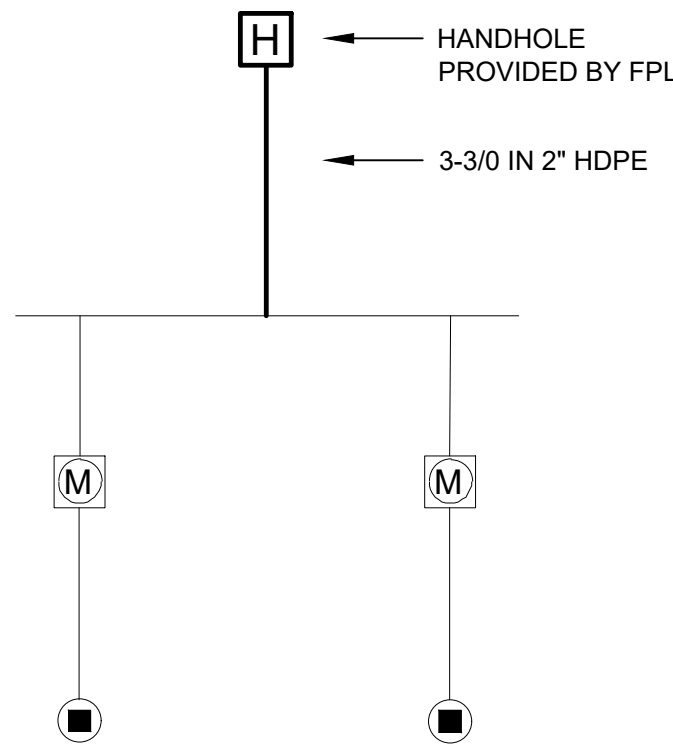


1331 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1331 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

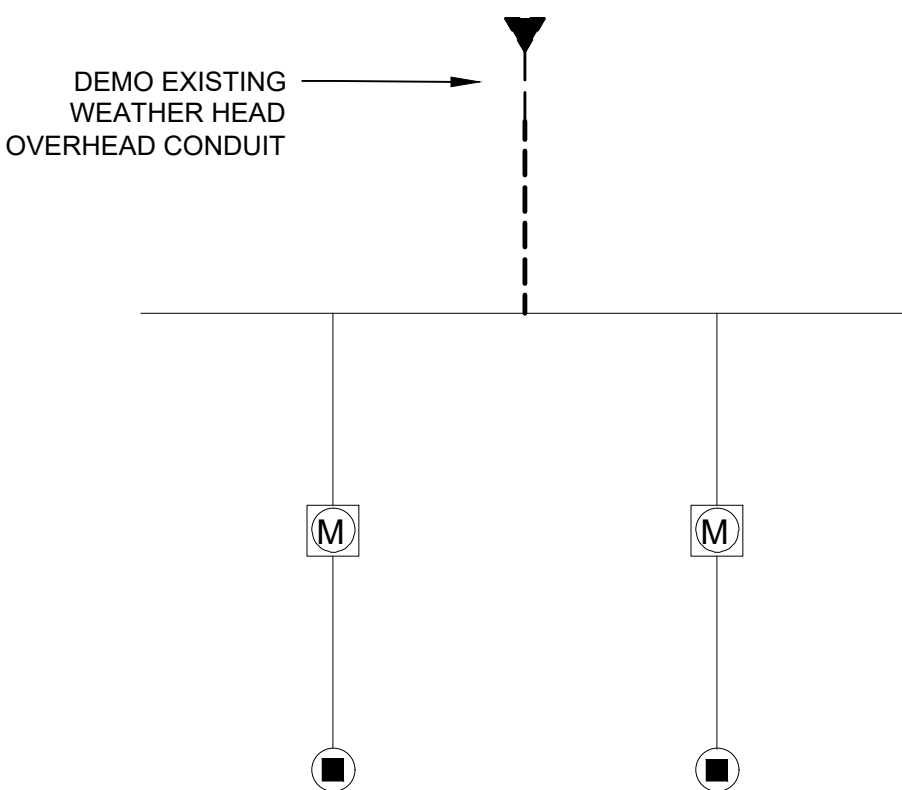
NTS



1331 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1331 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
3. WHERE ALTERATIONS TO THE BUILDING SURFACE ARE REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PATCH ALL EXISTING TO REMAIN WALLS, ROOFS, SURFACES, ETC. DISTURBED BY DEMOLITION TO ORIGINAL CONDITION.
4. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, TO INCLUDE ALL EXISTING CONDUITS, PIPING, DRAINAGE, SPRINKLER SYSTEMS, ETC. UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF IMMEDIATELY REPLACING AND/OR REPAIRING ANY DAMAGE CAUSE BY CONSTRUCTION ACTIVITIES.
5. HANDHOLES AND TRANSFORMERS SHOWN ON PLANS SHALL BE PROVIDED BY FPL.
6. ALL CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUTE AS TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-101



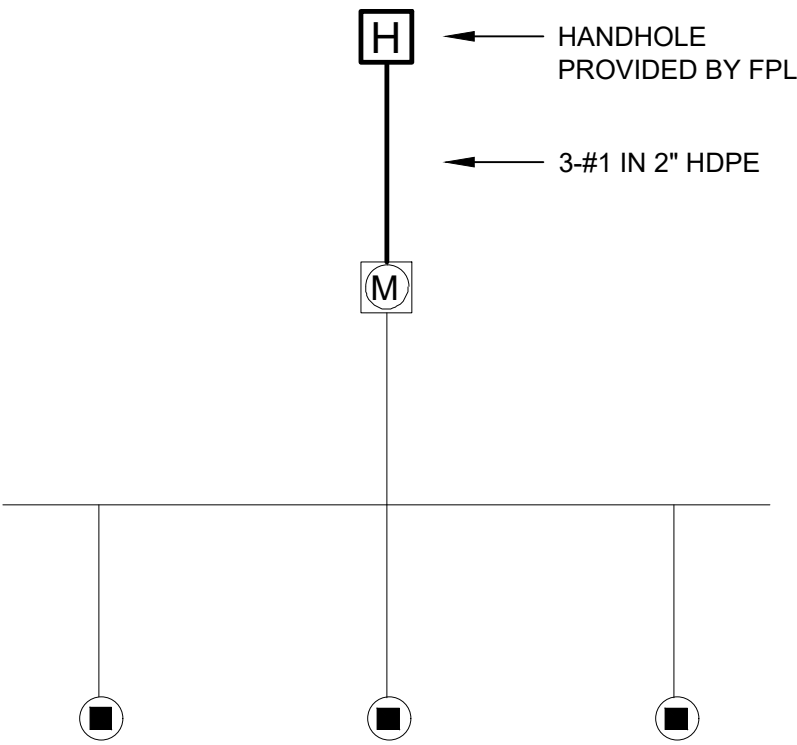
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1335 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

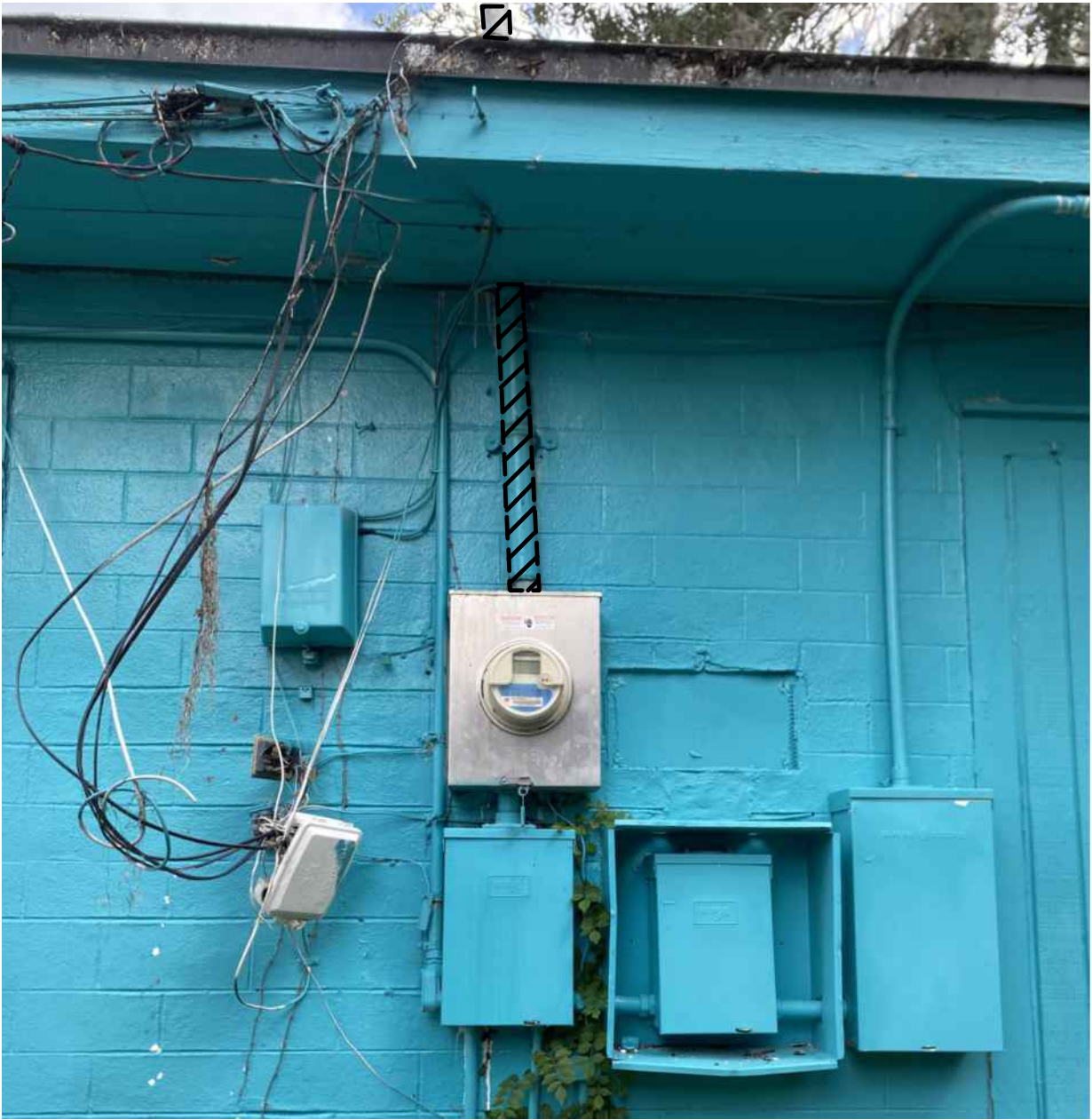
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4

1335 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



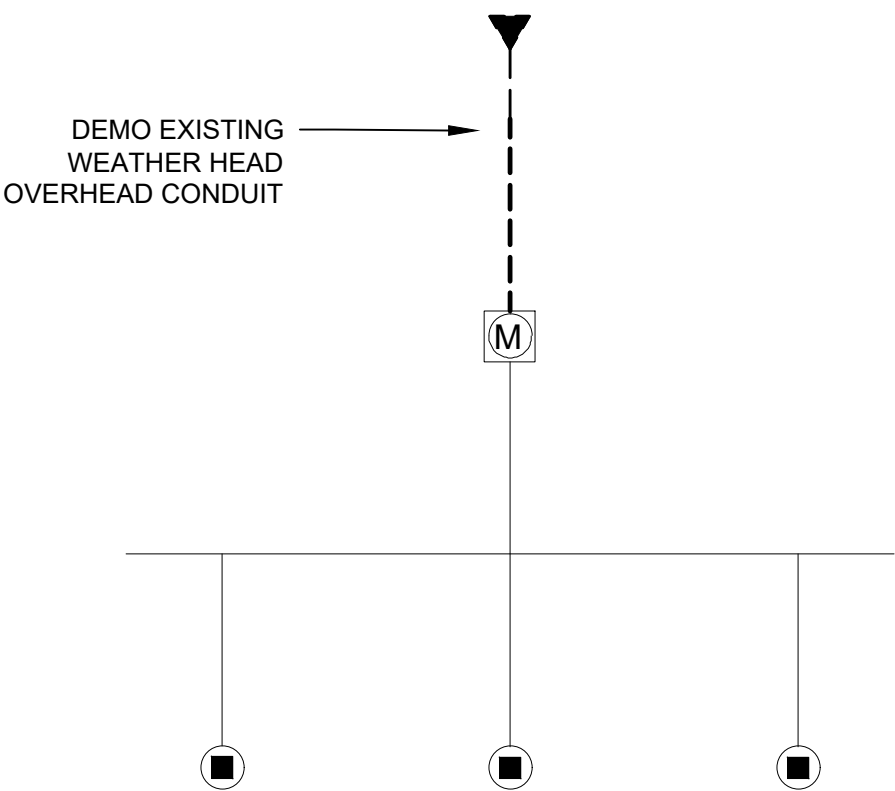
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1335 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1335 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

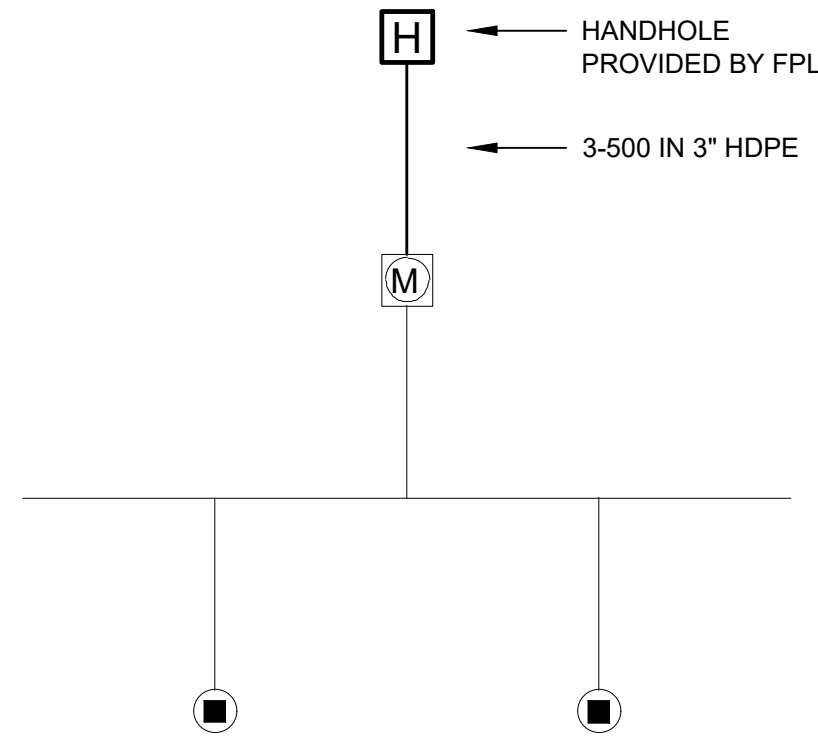
SHEET NO.

E-102



3 1341 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

NOTES:
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2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.

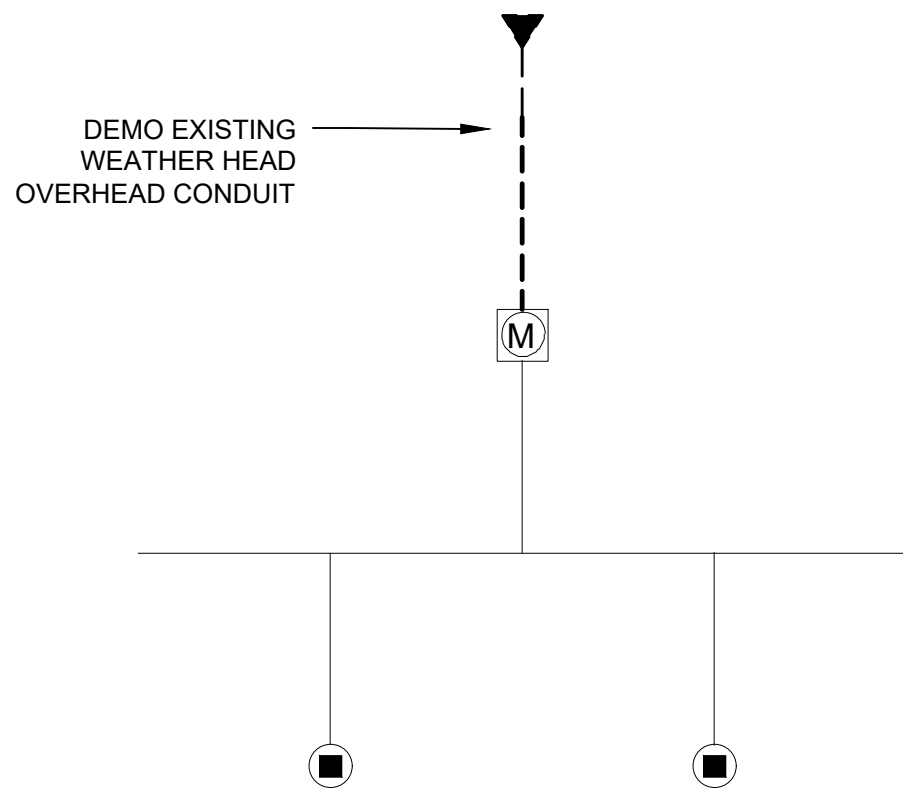


4 1341 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1341 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1341 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

GENERAL NOTES:

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

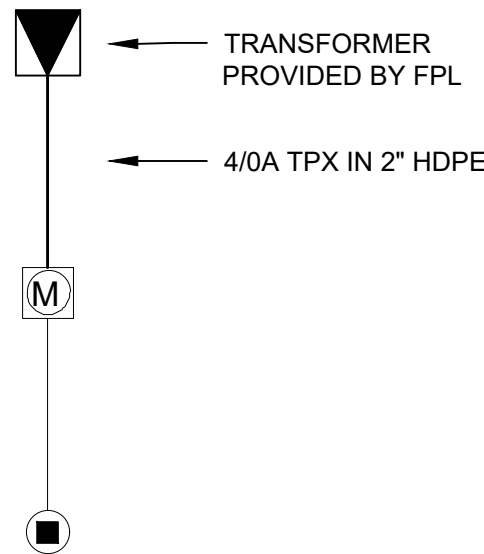
E-103



3 1349 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4 1349 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

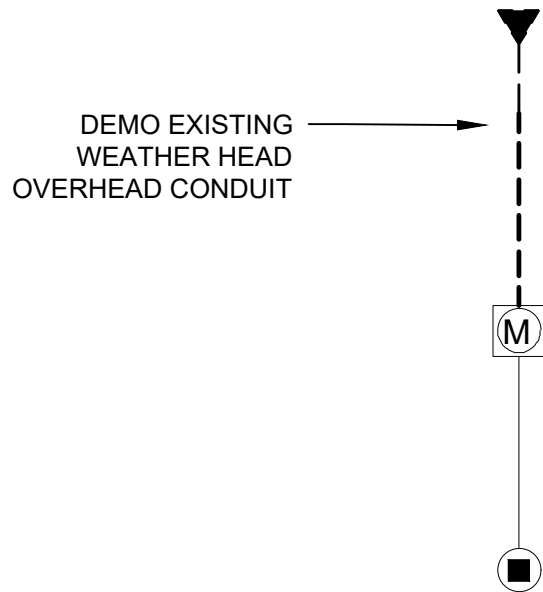
NTS



1 1349 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1349 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-104

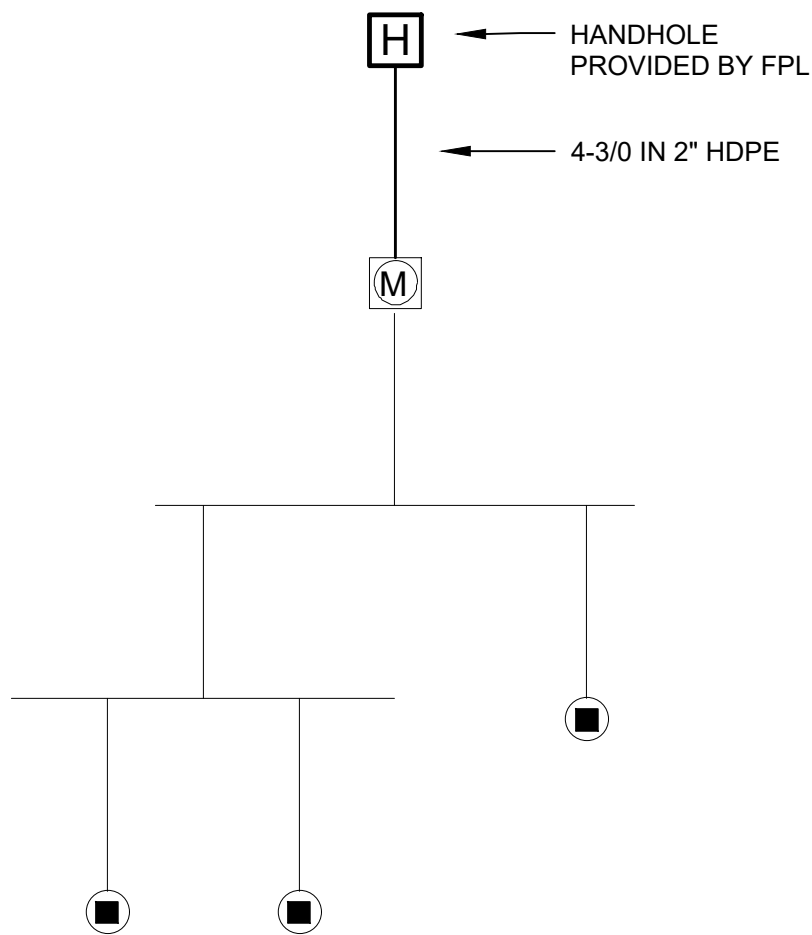


3 1369 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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4 1369 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

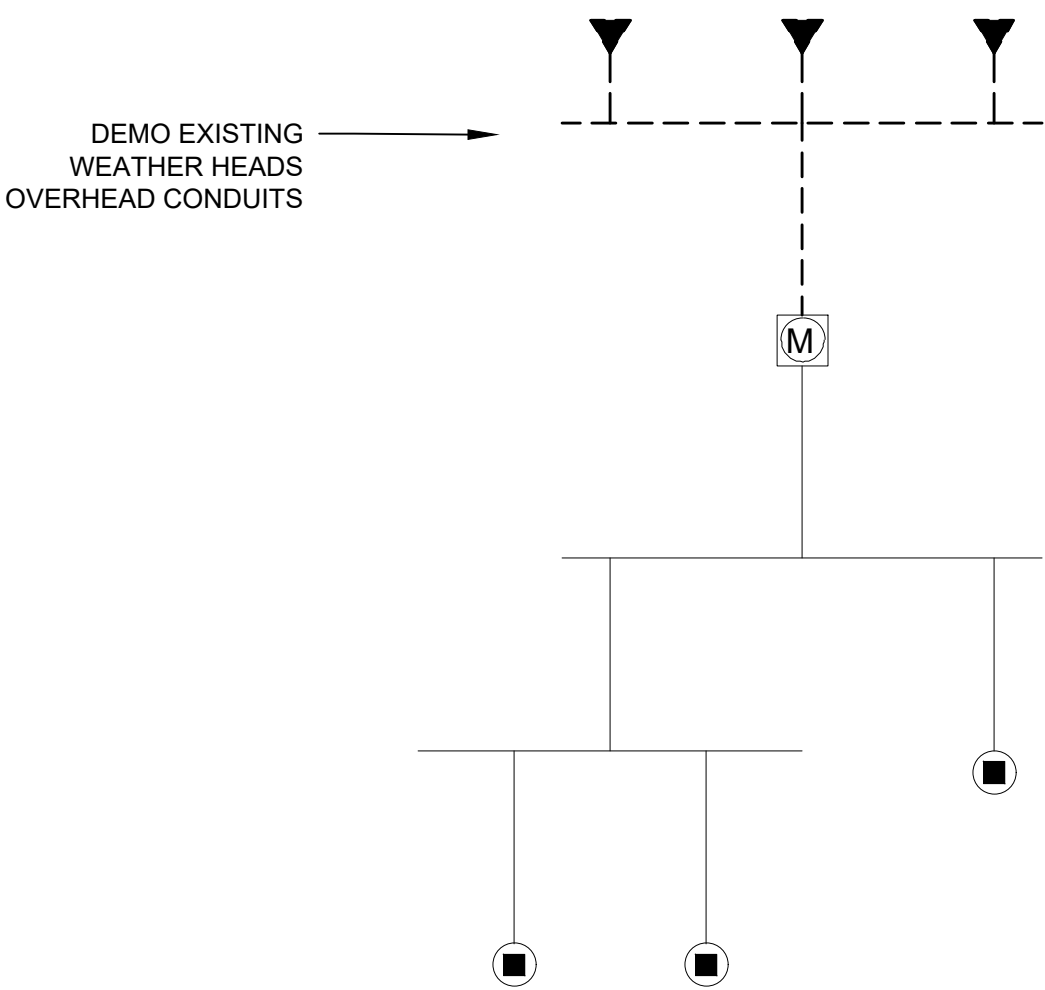


1 1369 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1369 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

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SHEET CONTENTS
POWER PLANS AND
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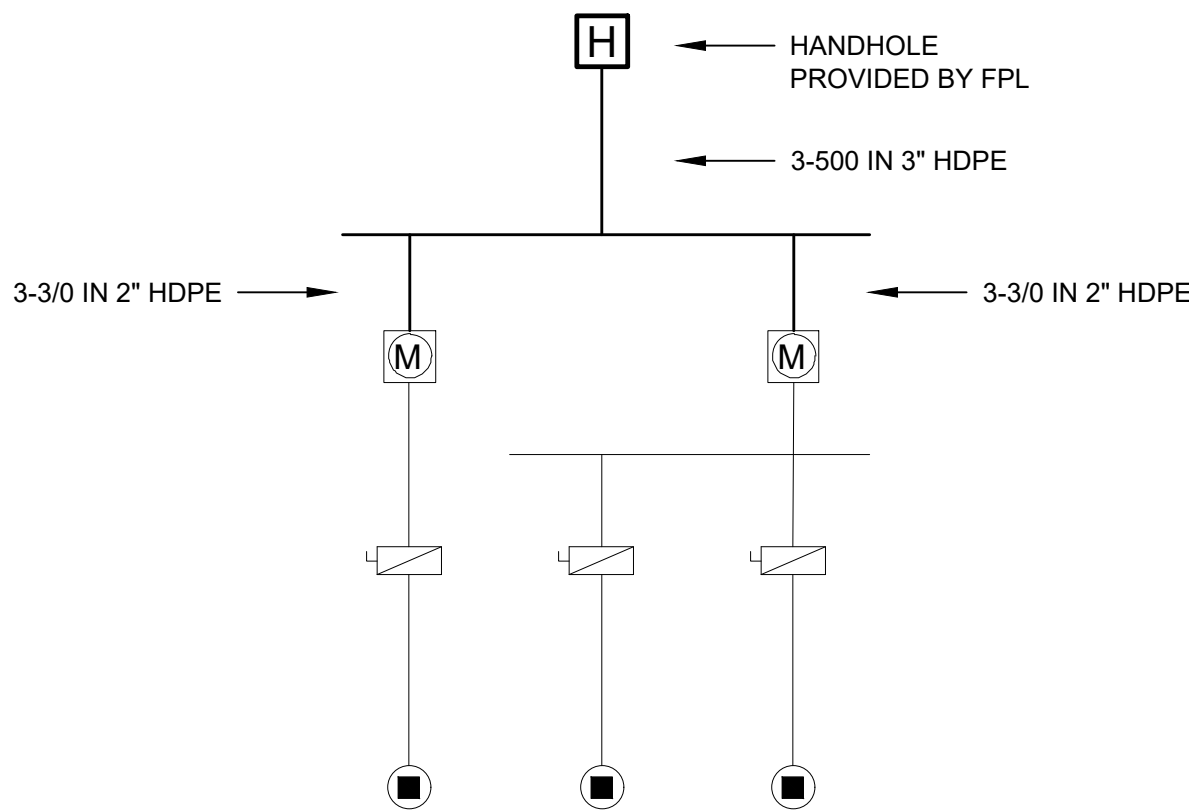
SHEET NO.

E-105



3 1415 RIDGEWOOD AVE
POWER PLAN - NEW WORK

- NTS
- NOTES:
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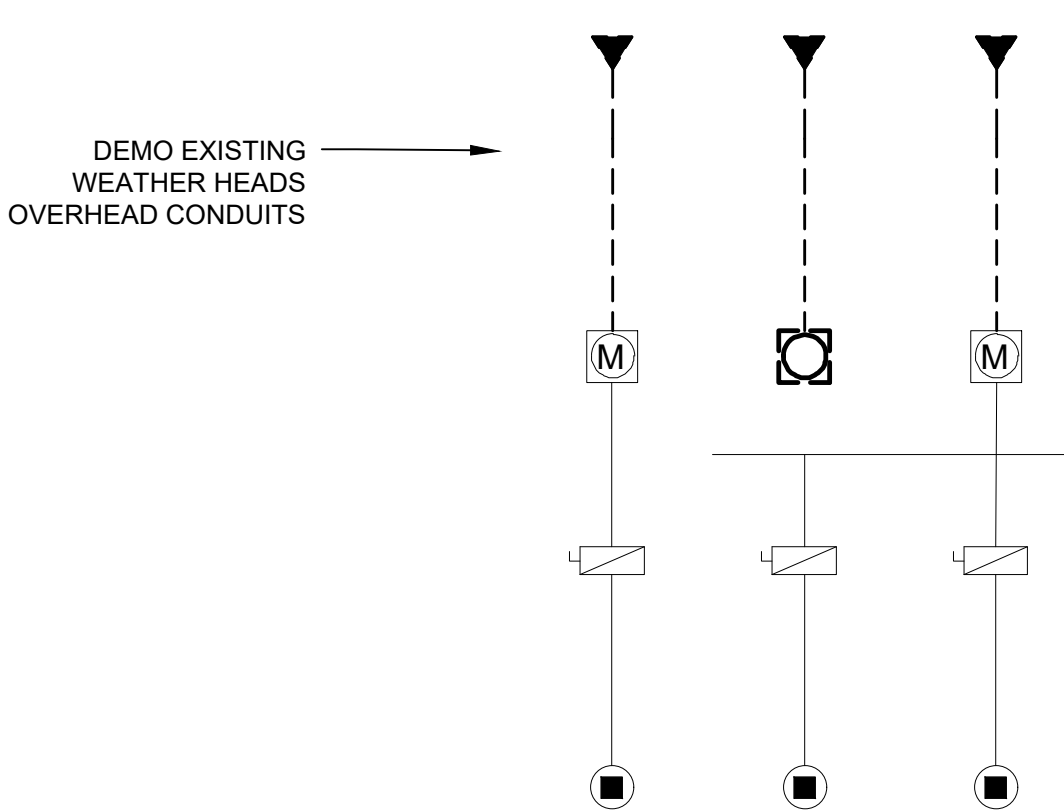
4 1415 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



1 1415 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

- NTS
- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1415 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-106

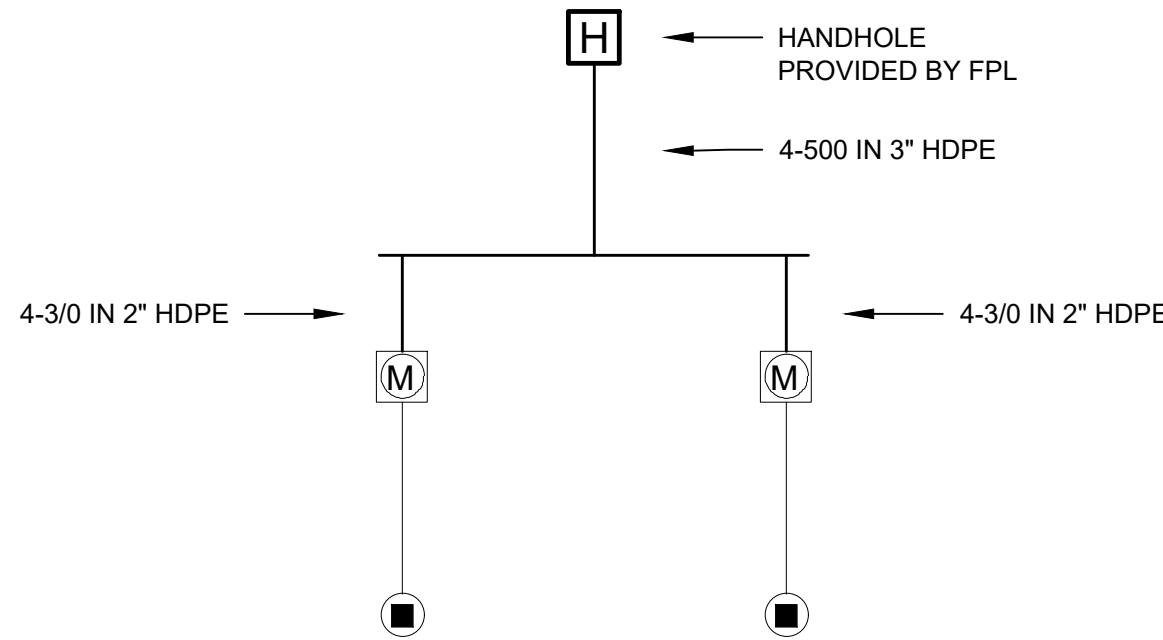


3

1515 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
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4

1515 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

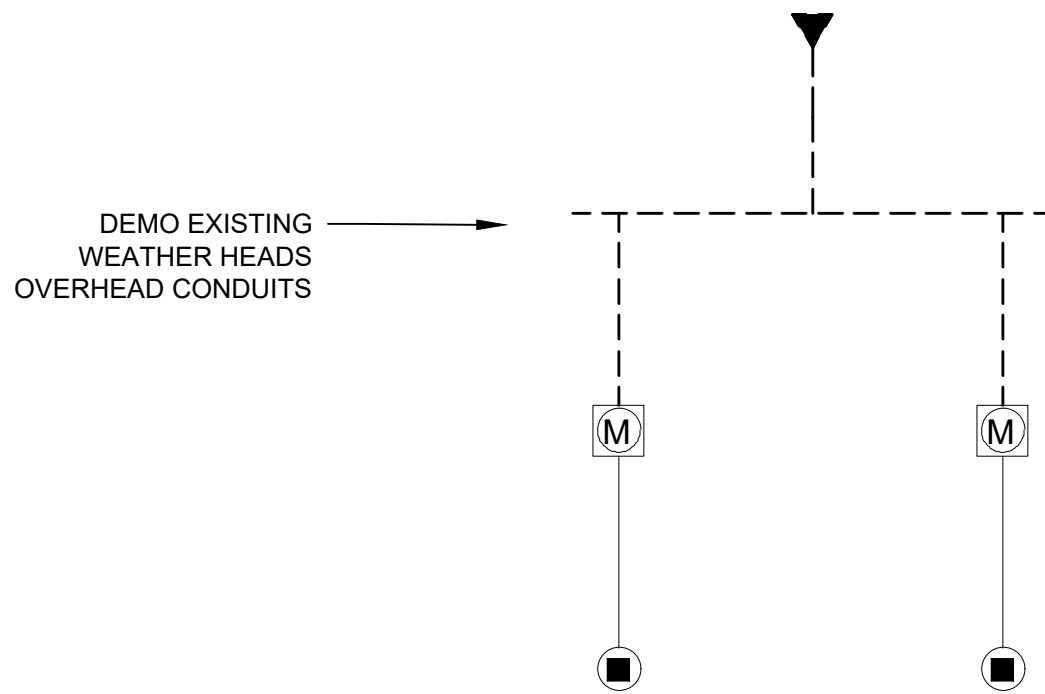


1

1515 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1515 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

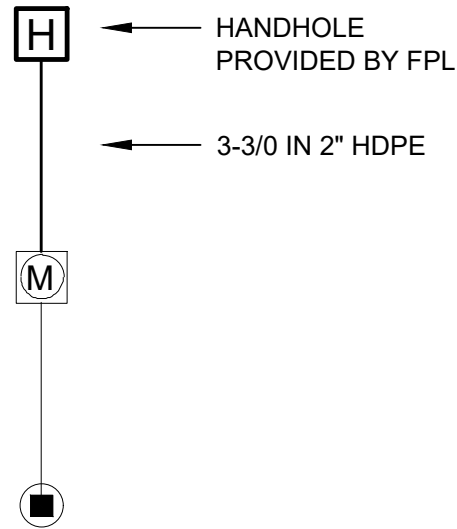
SHEET NO.

E-107



3 1533 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

- NOTES:
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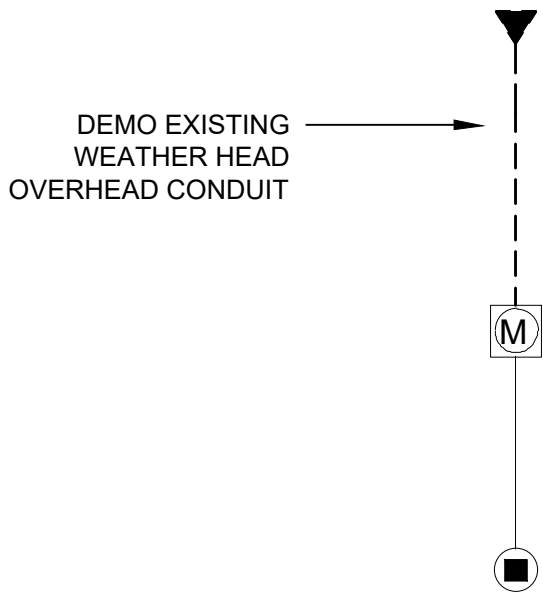


4 1533 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1533 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1533 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

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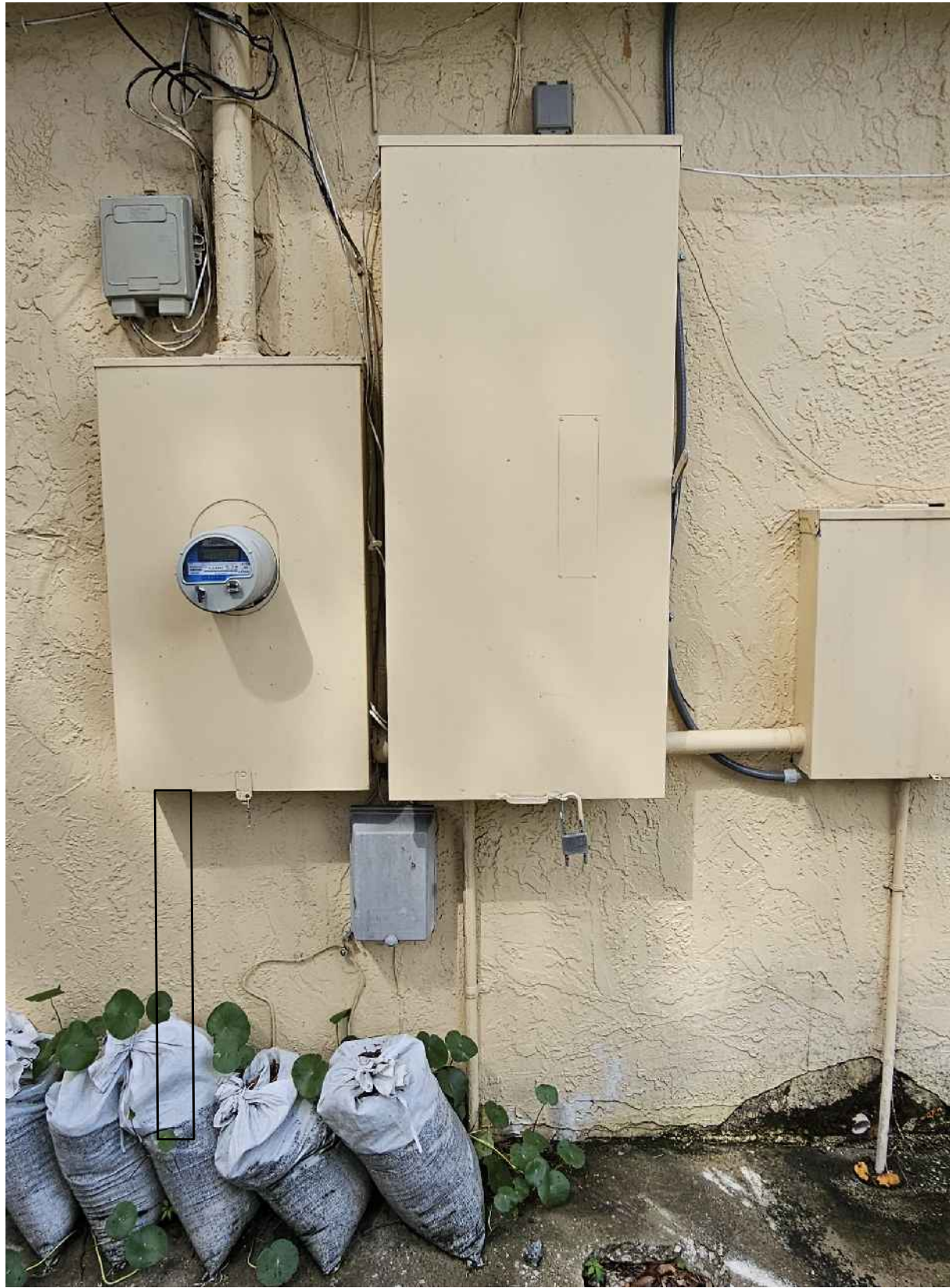
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-108

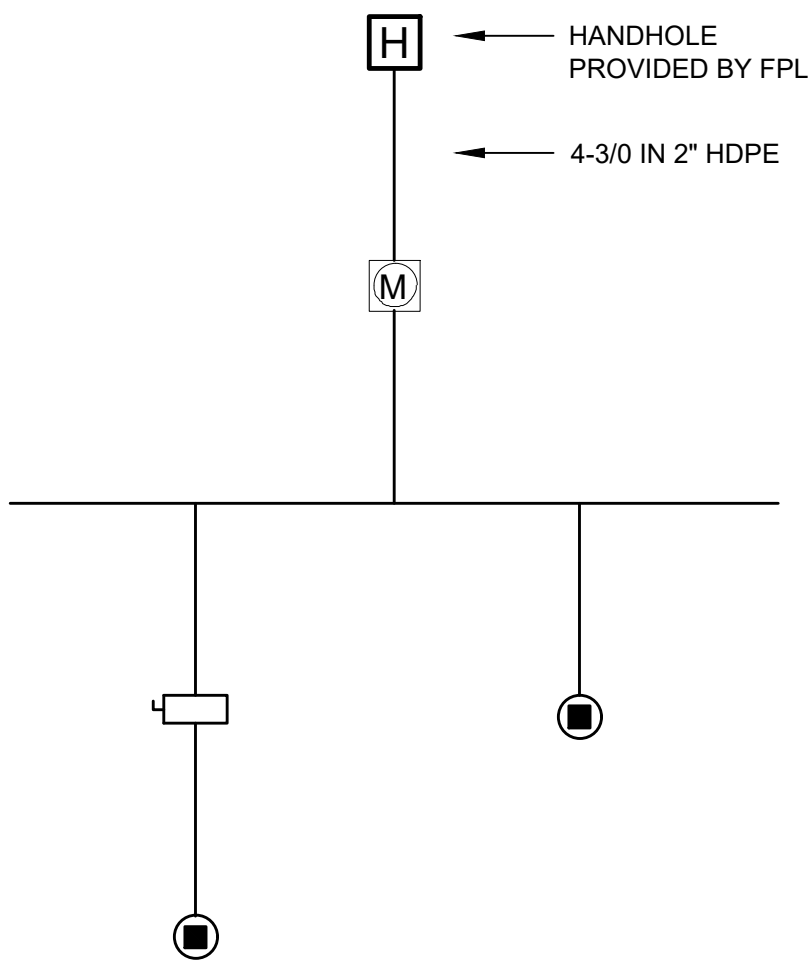


3 1543 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

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4 1543 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

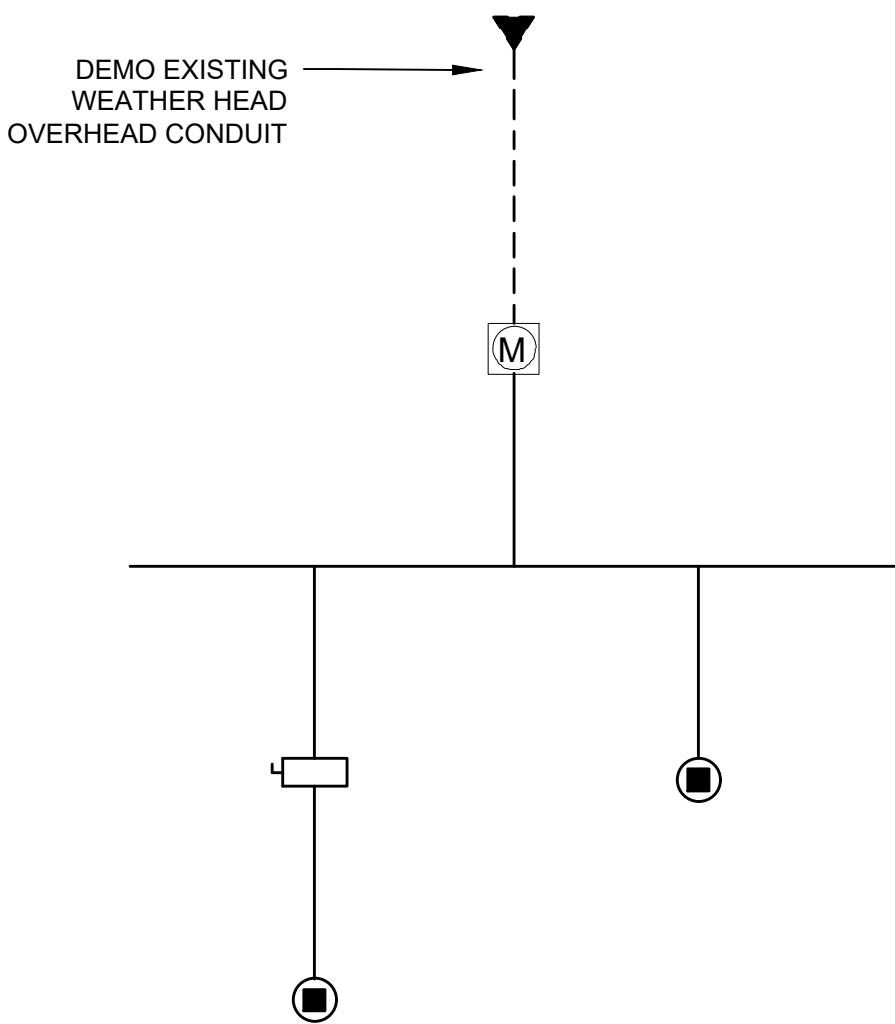


1 1543 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1543 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-109

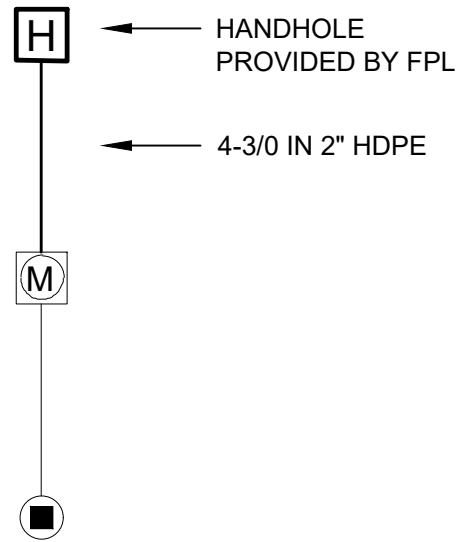


3 1400 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

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4 1400 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

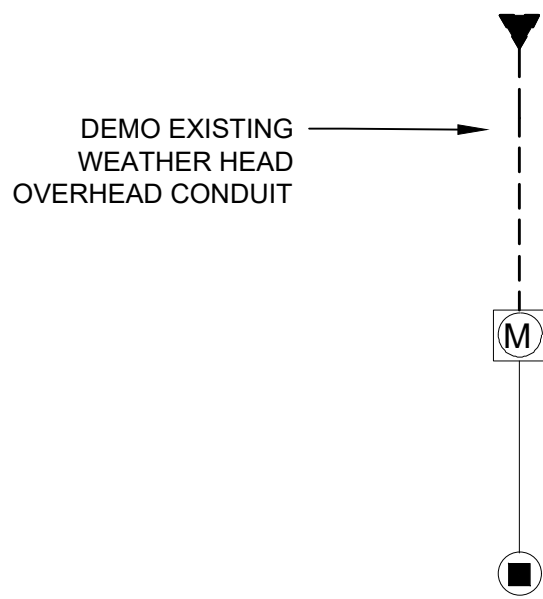


1 1400 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1400 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-200

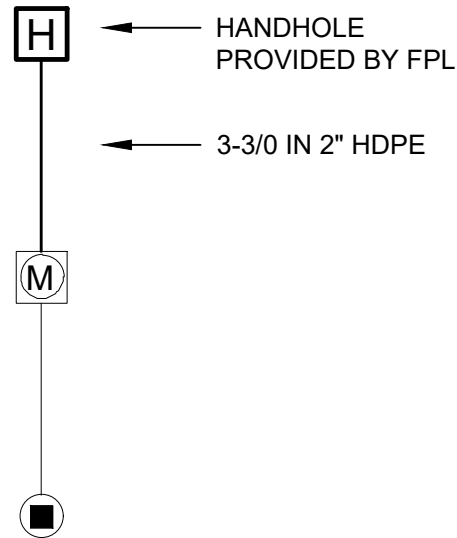


3

1410 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
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4

1410 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

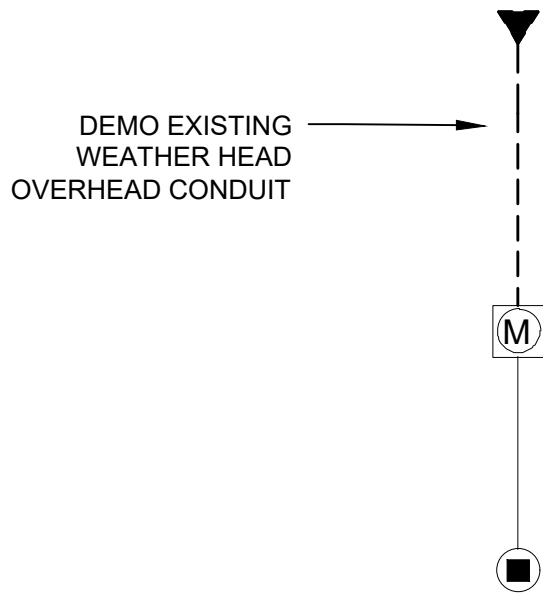


1

1410 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1410 RIDGEWOOD AVE
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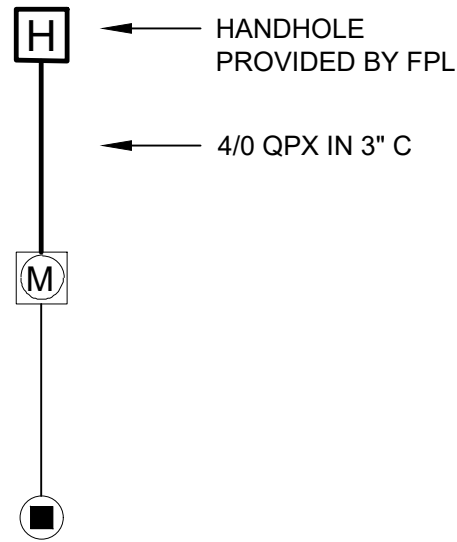
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E-201

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315 EL PINO DR
POWER PLAN - NEW WORK

NTS



4

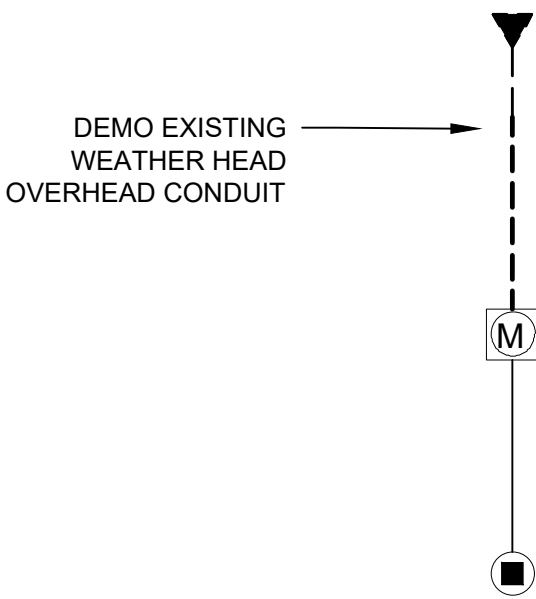
315 EL PINO DR
RISER DIAGRAM - NEW WORK

NTS

1

315 EL PINO DR
POWER PLAN - DEMOLITION

NTS



2

315 EL PINO DRIVE
RISER DIAGRAM - DEMOLITION

NTS

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2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
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6. ALL CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUTE AS TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.



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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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M&H NO.: 1000710-171304.05
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CHECKED BY: JRH
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

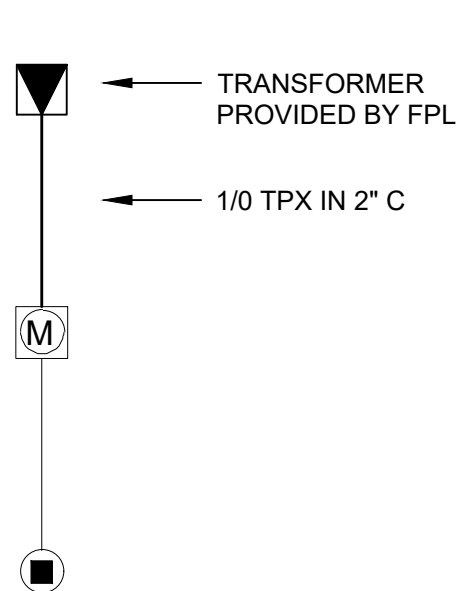
E-202



1422 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1422 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

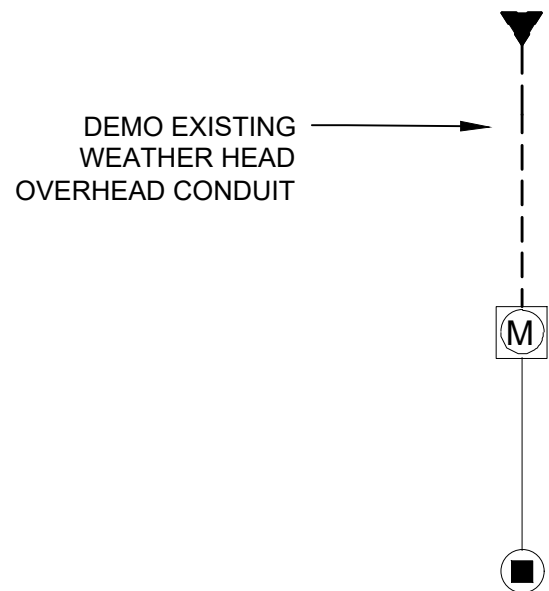
NTS



1422 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1422 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
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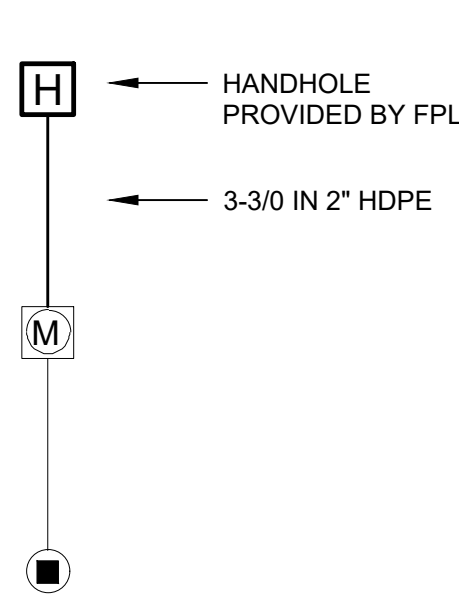
E-203



1424 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
- PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 - RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1424 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

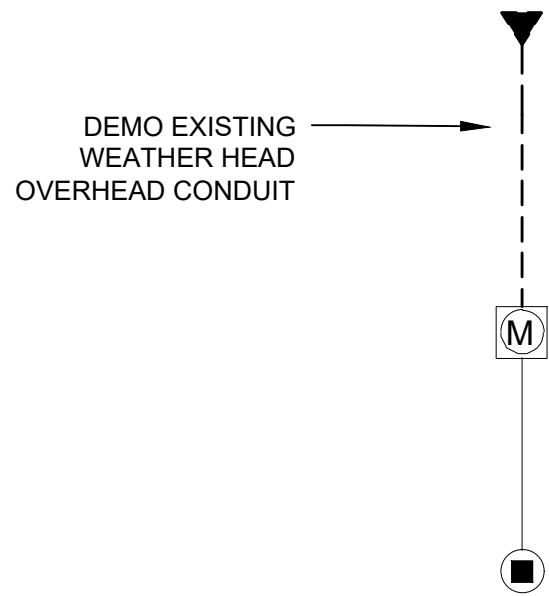
NTS



1424 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
- DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1424 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-204

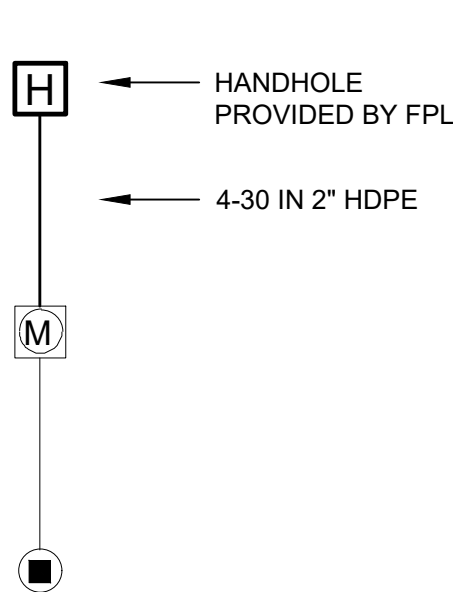


3

1500 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4

1500 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

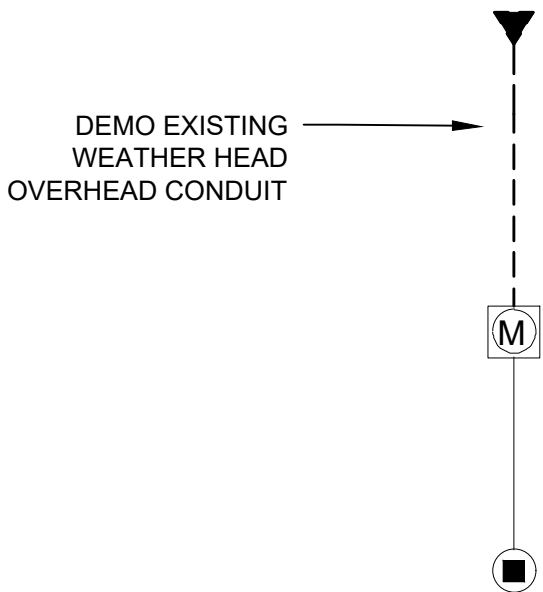


1

1500 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1500 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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PHASE 3

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-205



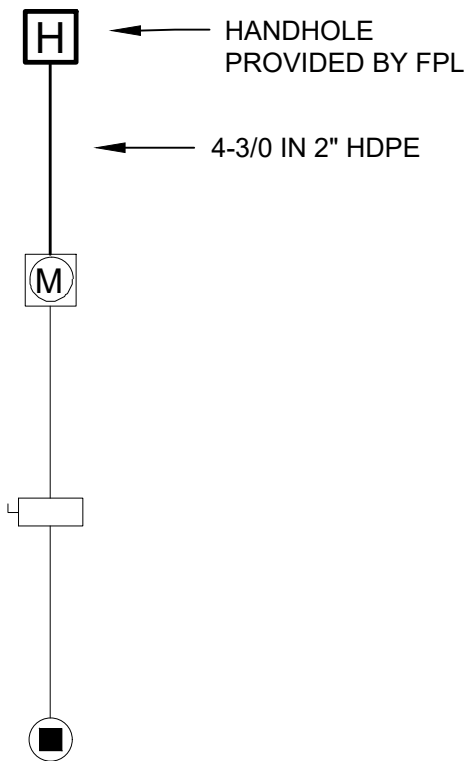
1518 RIDGEWOOD AVE
POWER PLAN - NEW WORK

3

NTS

NOTES:

1. SWAP POSITION OF METER AND DISCONNECT SWITCH. RECONNECT METER AND DISCONNECT TO MAINTAIN CONNECTION.
2. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
3. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



1518 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

4

NTS



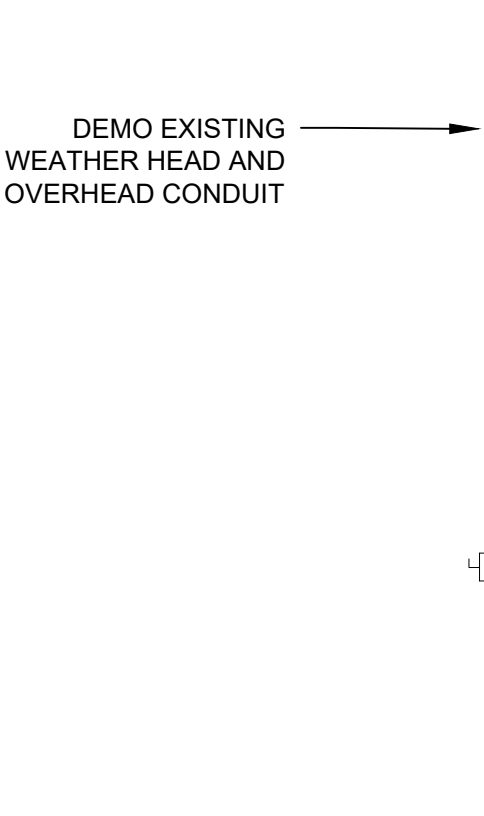
1518 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1518 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

NTS

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PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-206

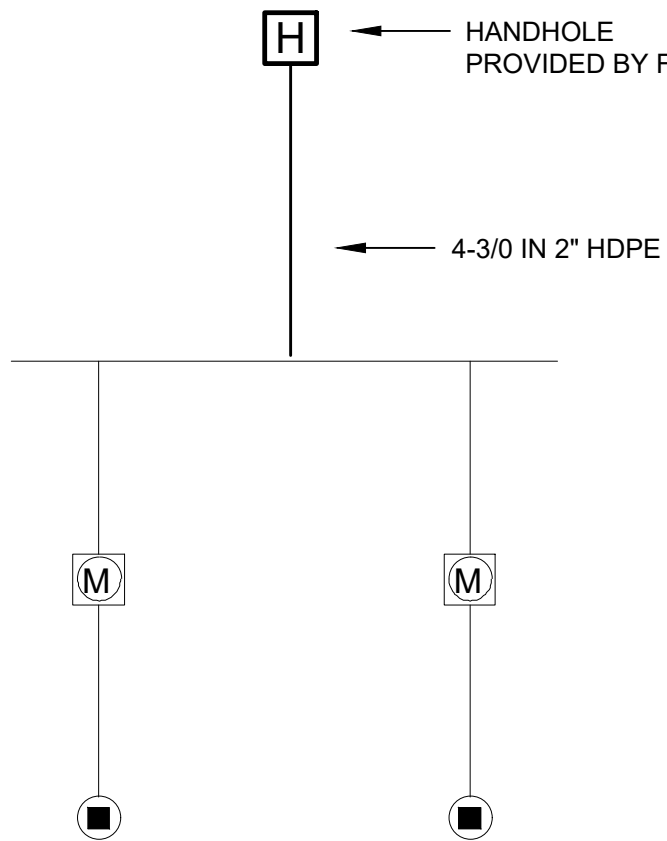
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1630 RIDGEWOOD AVE
POWER PLAN - NEW WORK

3

- NTS
- NOTES:
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1630 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

4

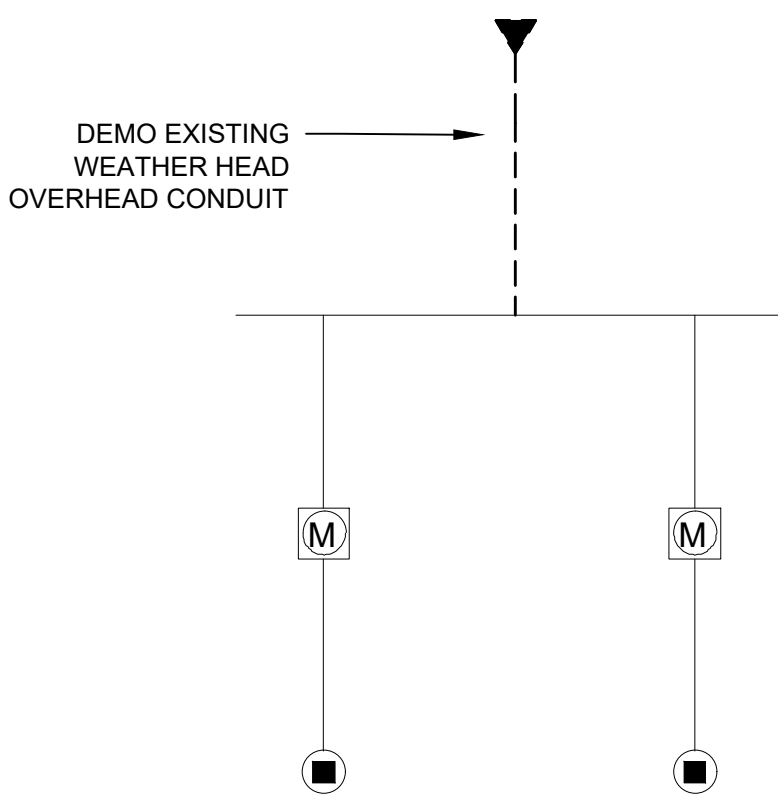
NTS



1630 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1

- NTS
- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1630 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

NTS

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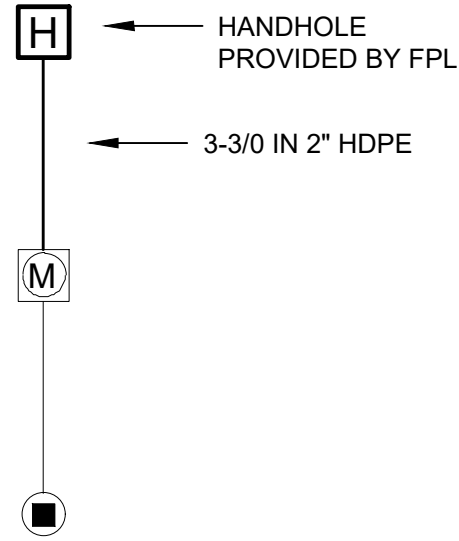
SHEET NO.

E-208



3 1664 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

- NOTES:
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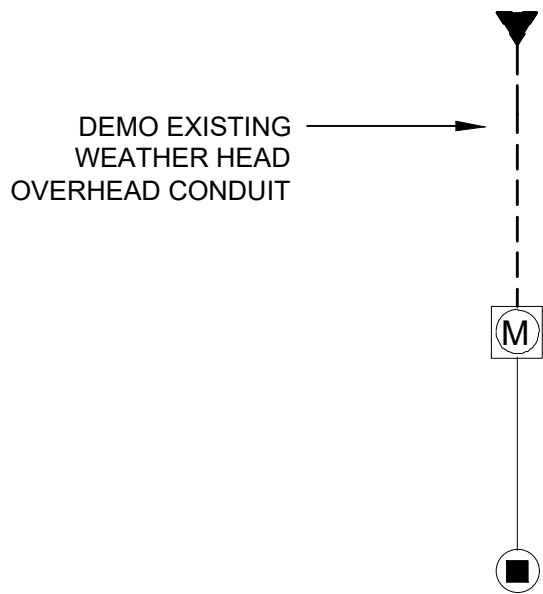


4 1664 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1664 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1664 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

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SHEET CONTENTS
POWER PLANS AND
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SHEET NO.

E-209

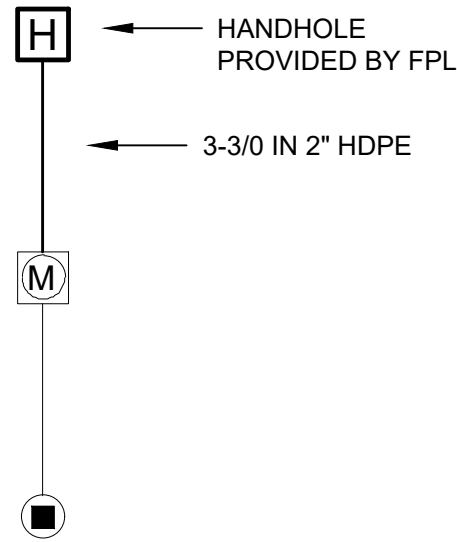


3 1660 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
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3 1660 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

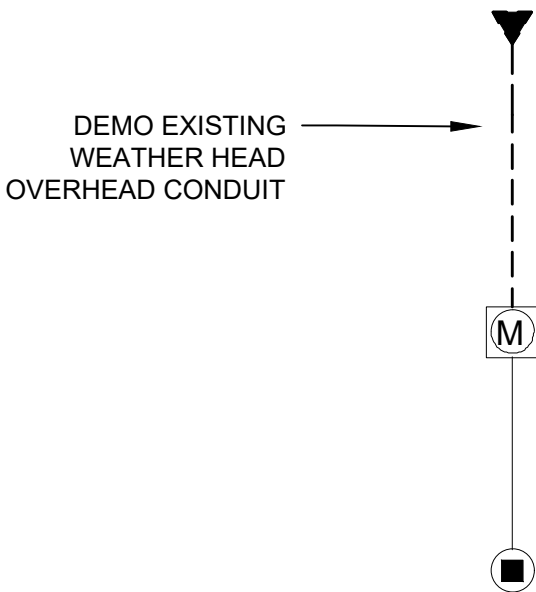


1 1660 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



1 1660 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

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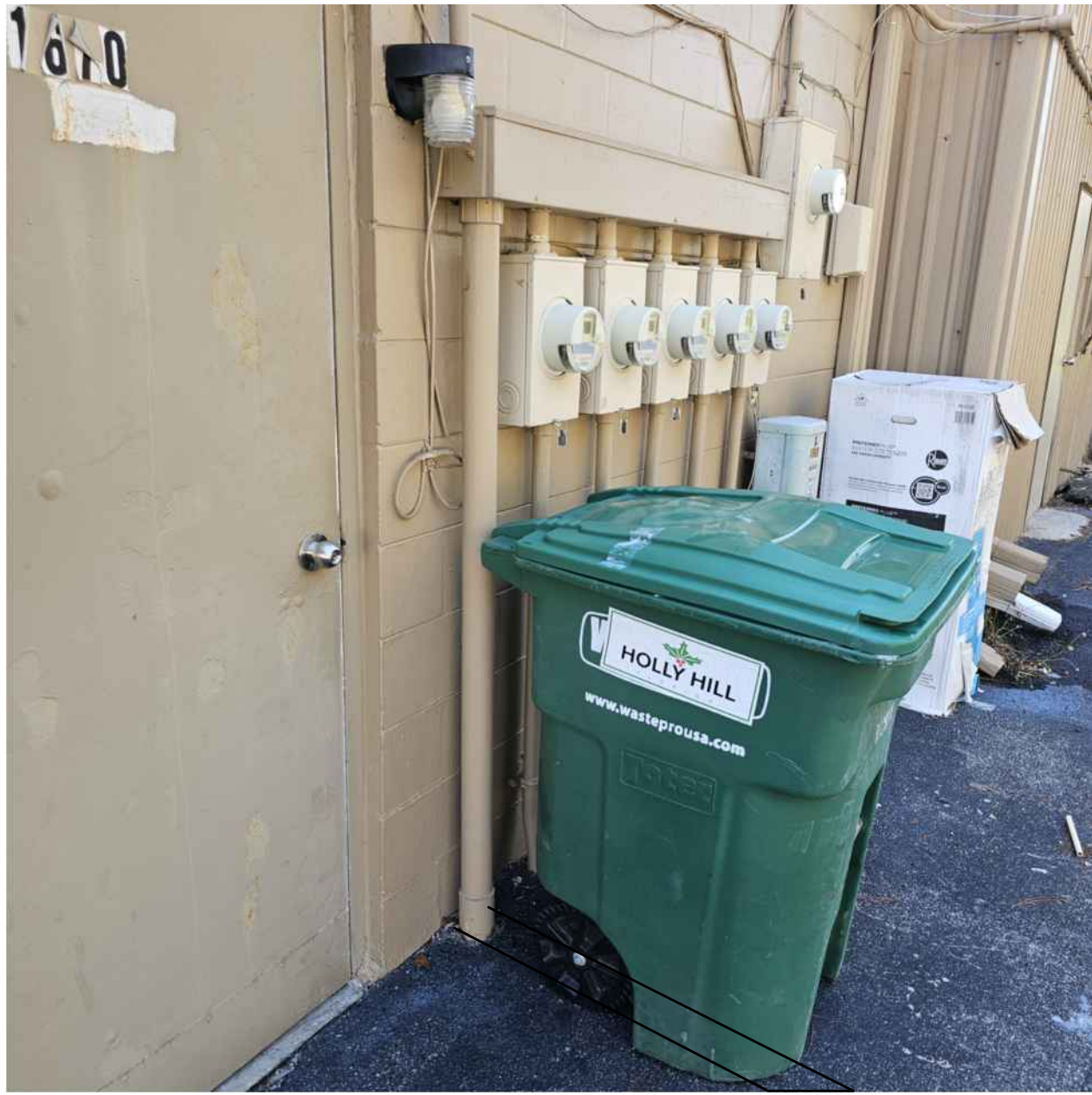
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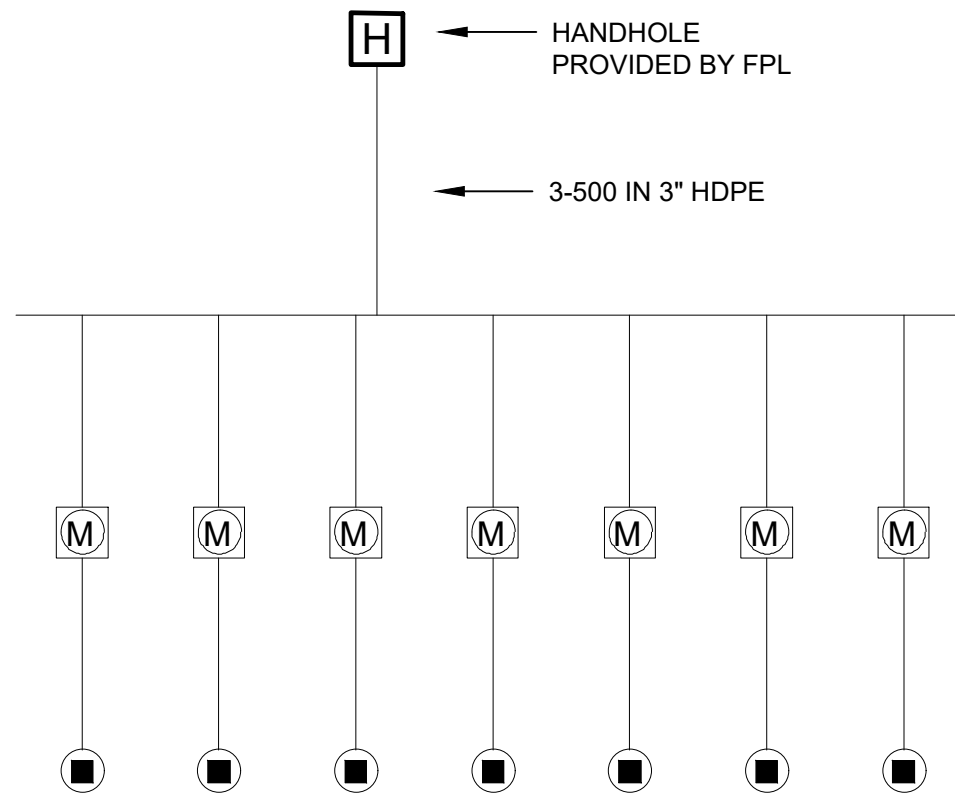
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E-210



3 1670 RIDGEWOOD AVE
POWER PLAN - NEW WORK
NTS

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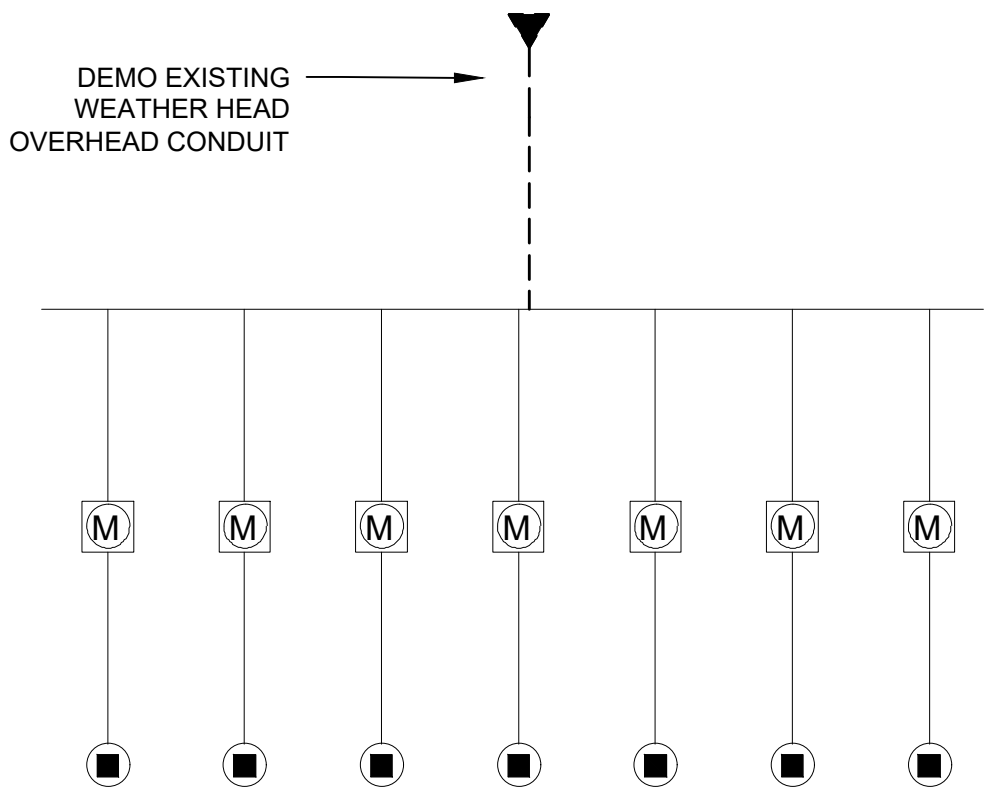


4 1670 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK
NTS



1 1670 RIDGEWOOD AVE
POWER PLAN - DEMOLITION
NTS

NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2 1331 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION
NTS

- GENERAL NOTES:
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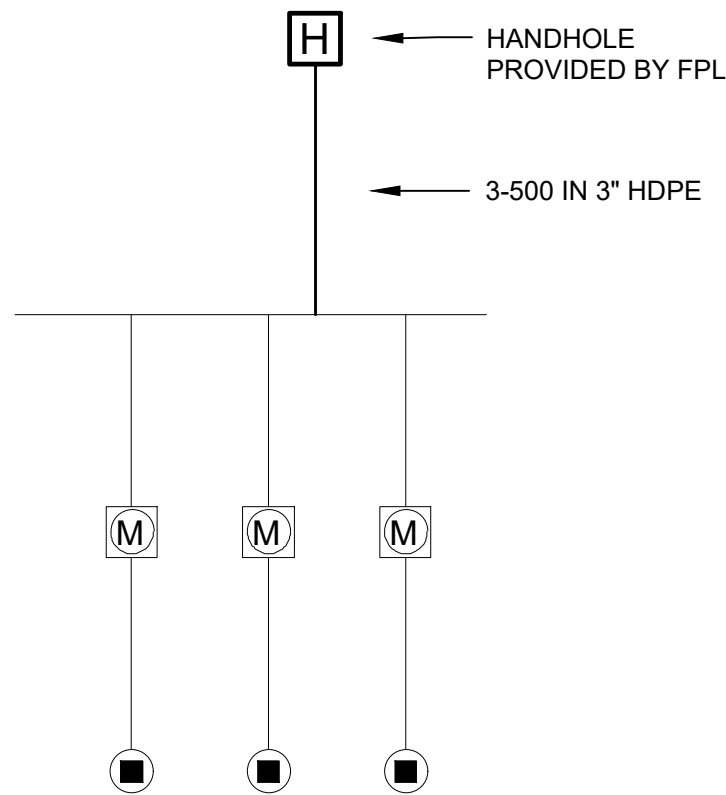


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1674 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

- NOTES:
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4

1674 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

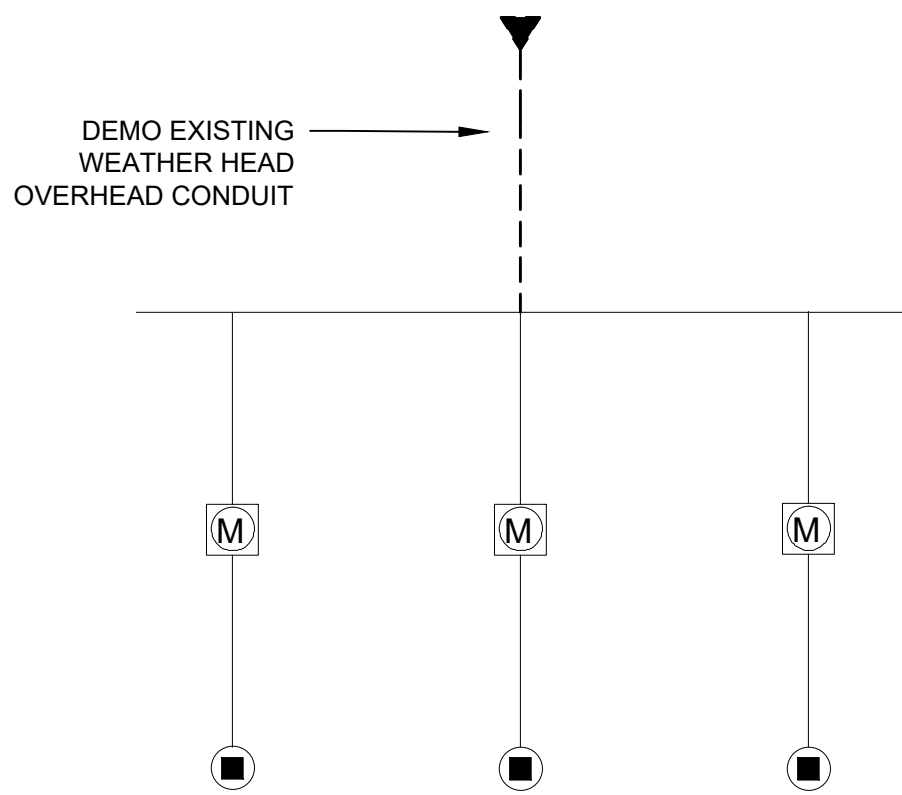


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1674 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

- NOTES:
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2

1335 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

NTS

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-212



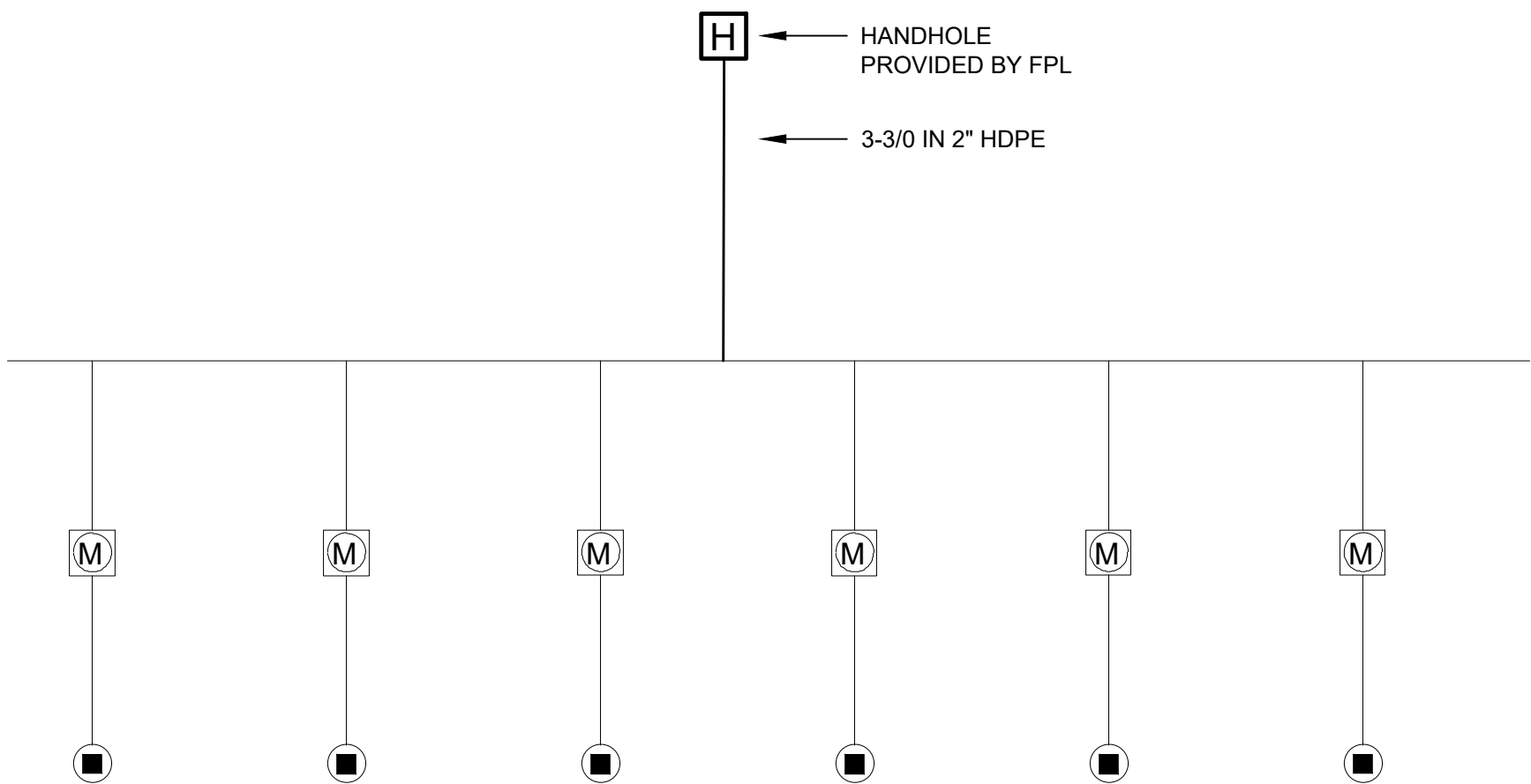
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1678 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

NOTES:

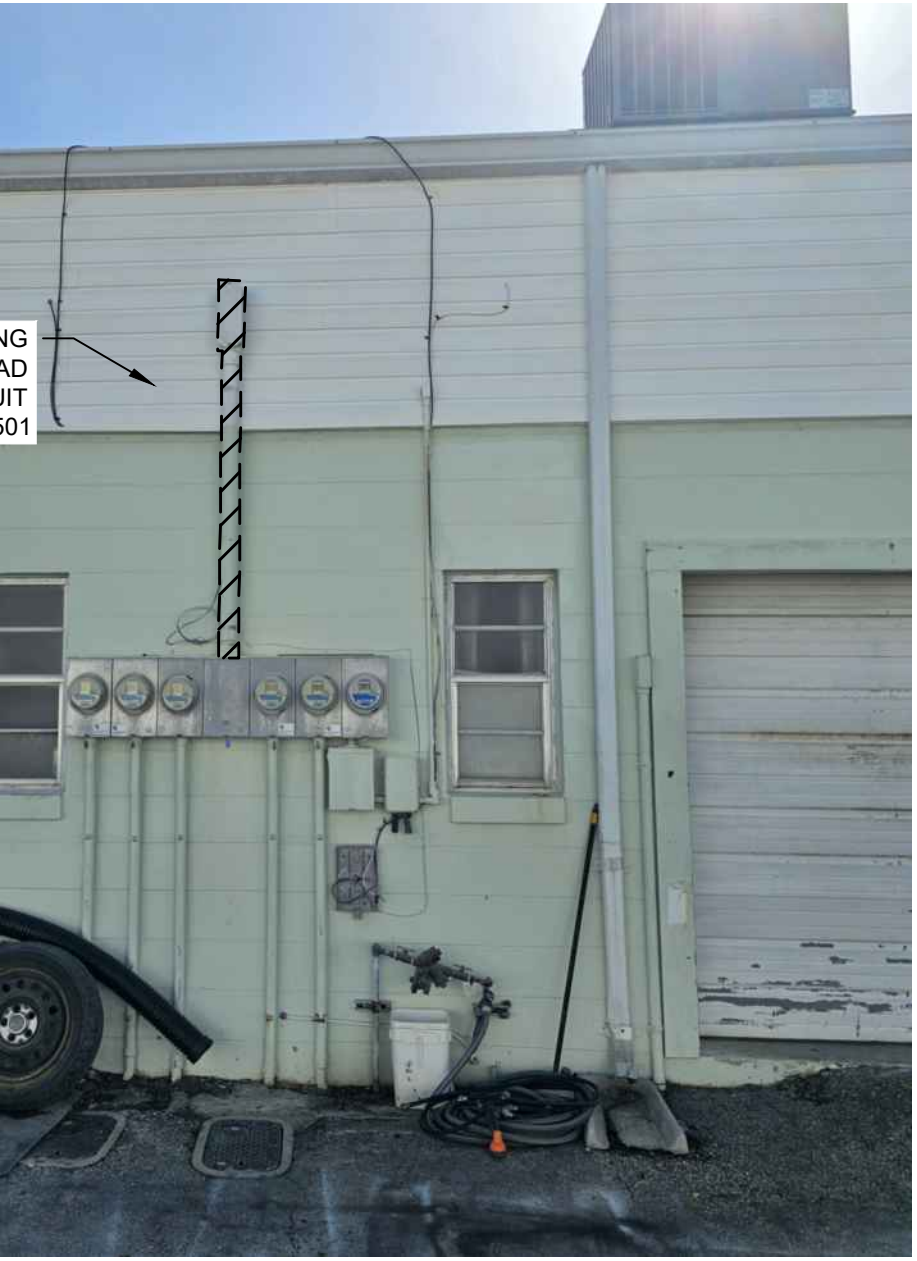
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4

1678 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



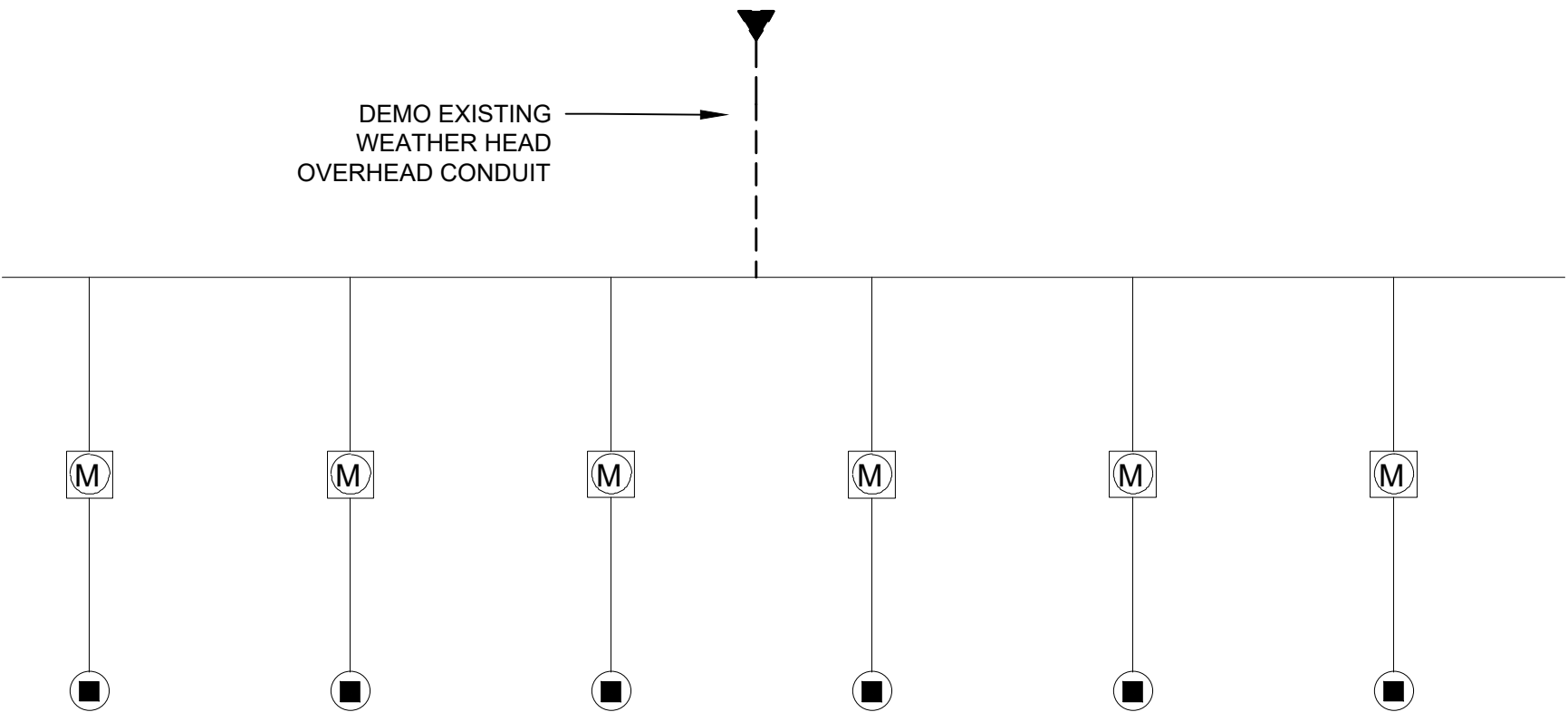
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1678 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

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2

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RISER DIAGRAM - DEMOLITION

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SHEET CONTENTS

POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-213



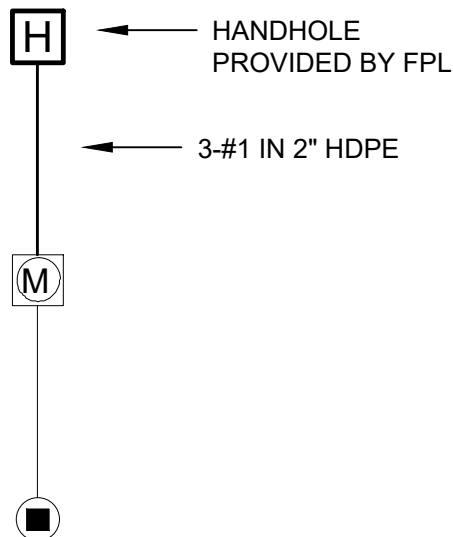
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POWER PLAN - NEW WORK

3

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1680 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

4

NTS



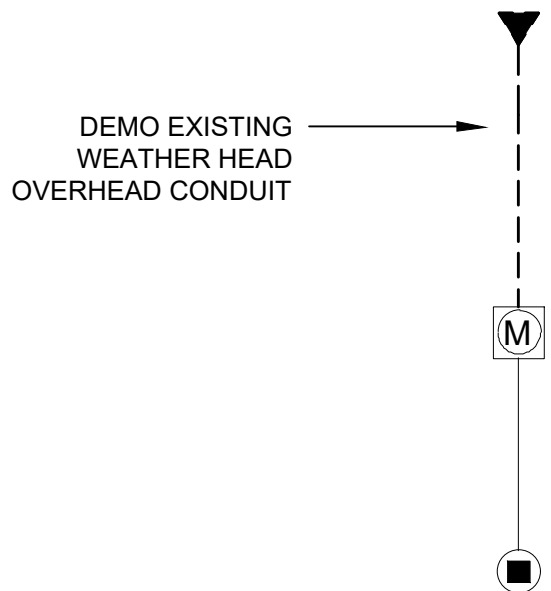
1680 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1

NTS

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1680 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2

NTS

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HOLLY HILL, FL 32117

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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

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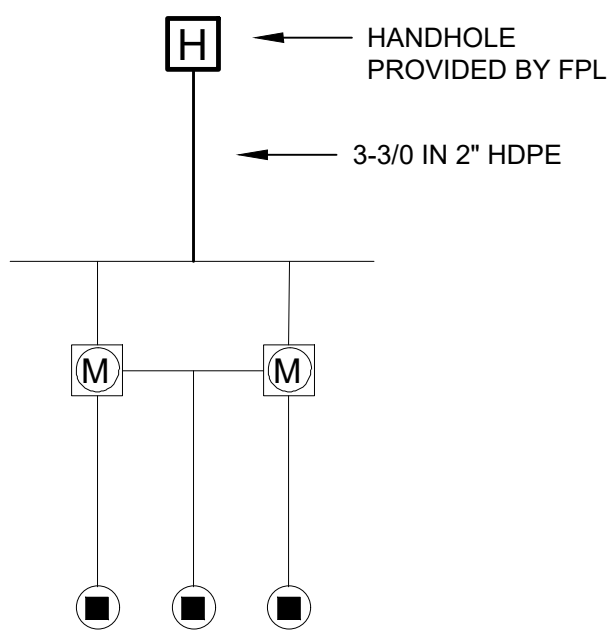
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1684 RIDGEWOOD AVE
POWER PLAN - NEW WORK

3
NTS

- NOTES:
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1684 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

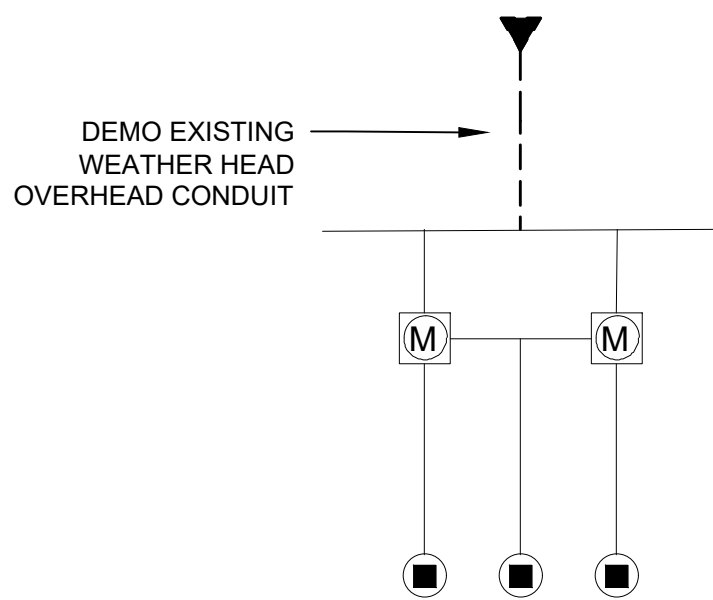
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NTS



1684 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

1
NTS

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1684 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

2
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HOLLY HILL, FL 32117

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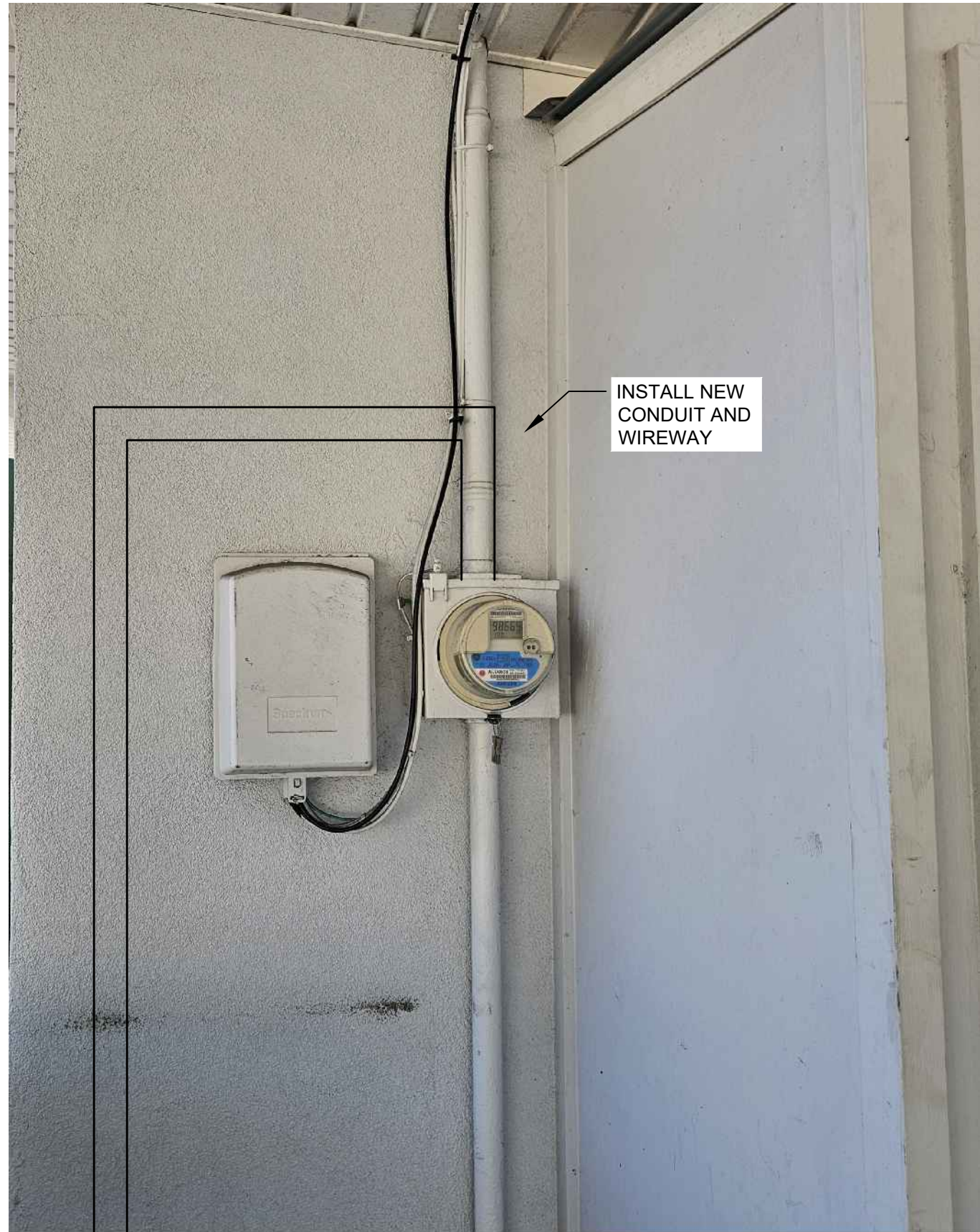
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SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

E-215

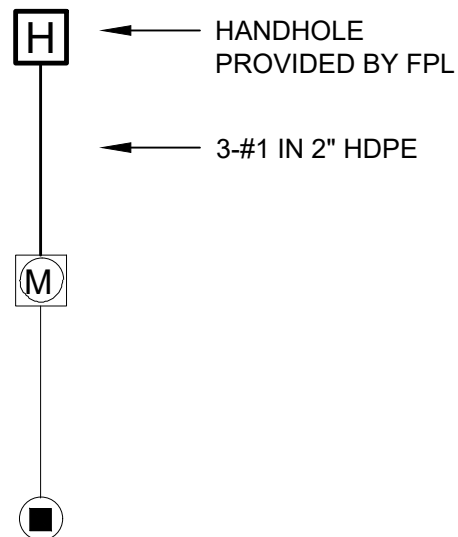


3 1688 RIDGEWOOD AVE
POWER PLAN - NEW WORK

NTS

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4 1680 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS

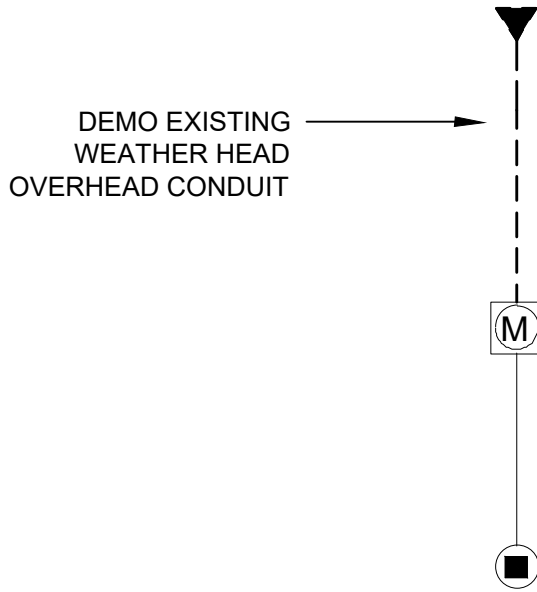


1 1688 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

NTS

NOTES:

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RISER DIAGRAM - DEMOLITION

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SHEET CONTENTS
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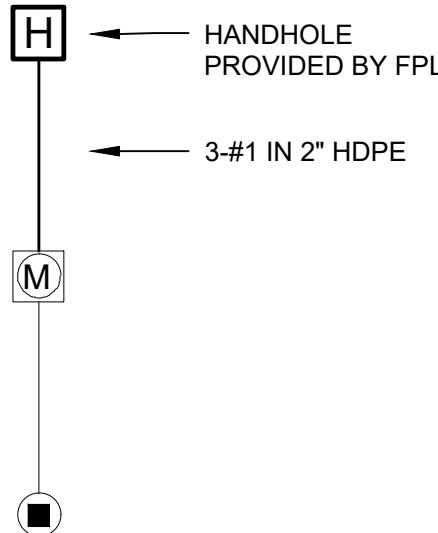
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3 1688 RIDGEWOOD AVE
POWER PLAN - NEW WORK

- NTS
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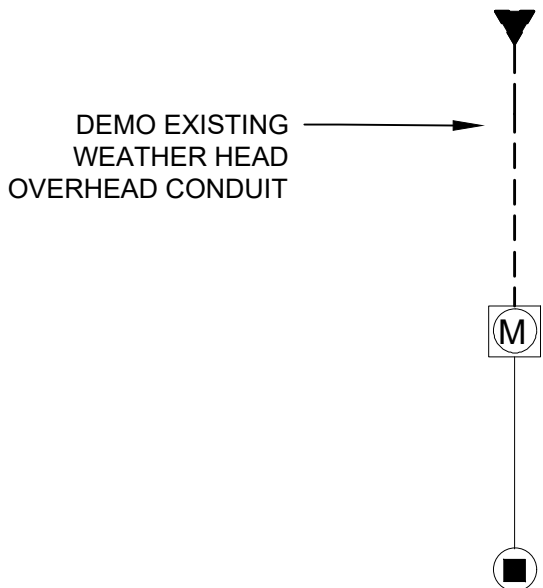
4 1680 RIDGEWOOD AVE
RISER DIAGRAM - NEW WORK

NTS



1 1688 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

- NTS
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2 1680 RIDGEWOOD AVE
RISER DIAGRAM - DEMOLITION

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SHEET CONTENTS
POWER PLANS AND
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SHEET NO.

E-217

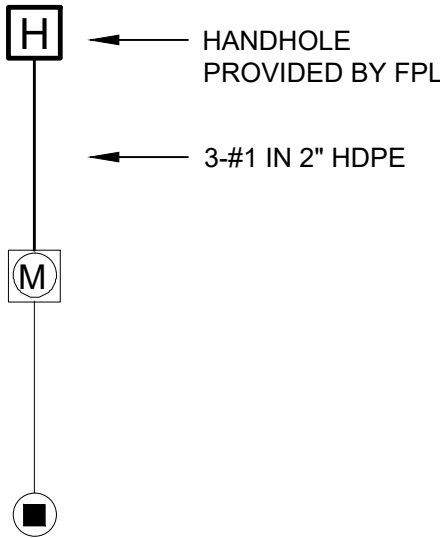


1688 RIDGEWOOD AVE
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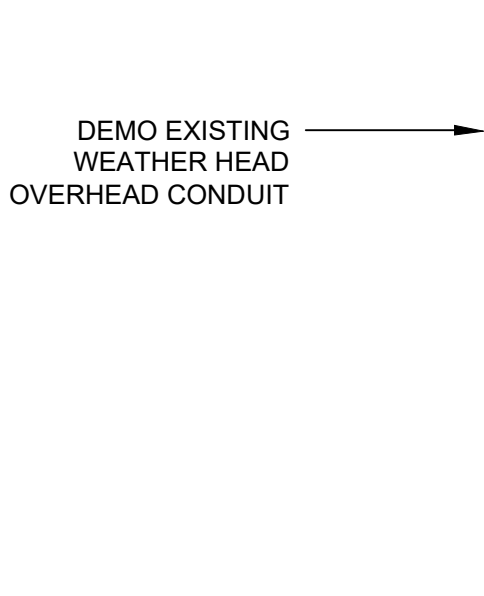


1688 RIDGEWOOD AVE
POWER PLAN - DEMOLITION

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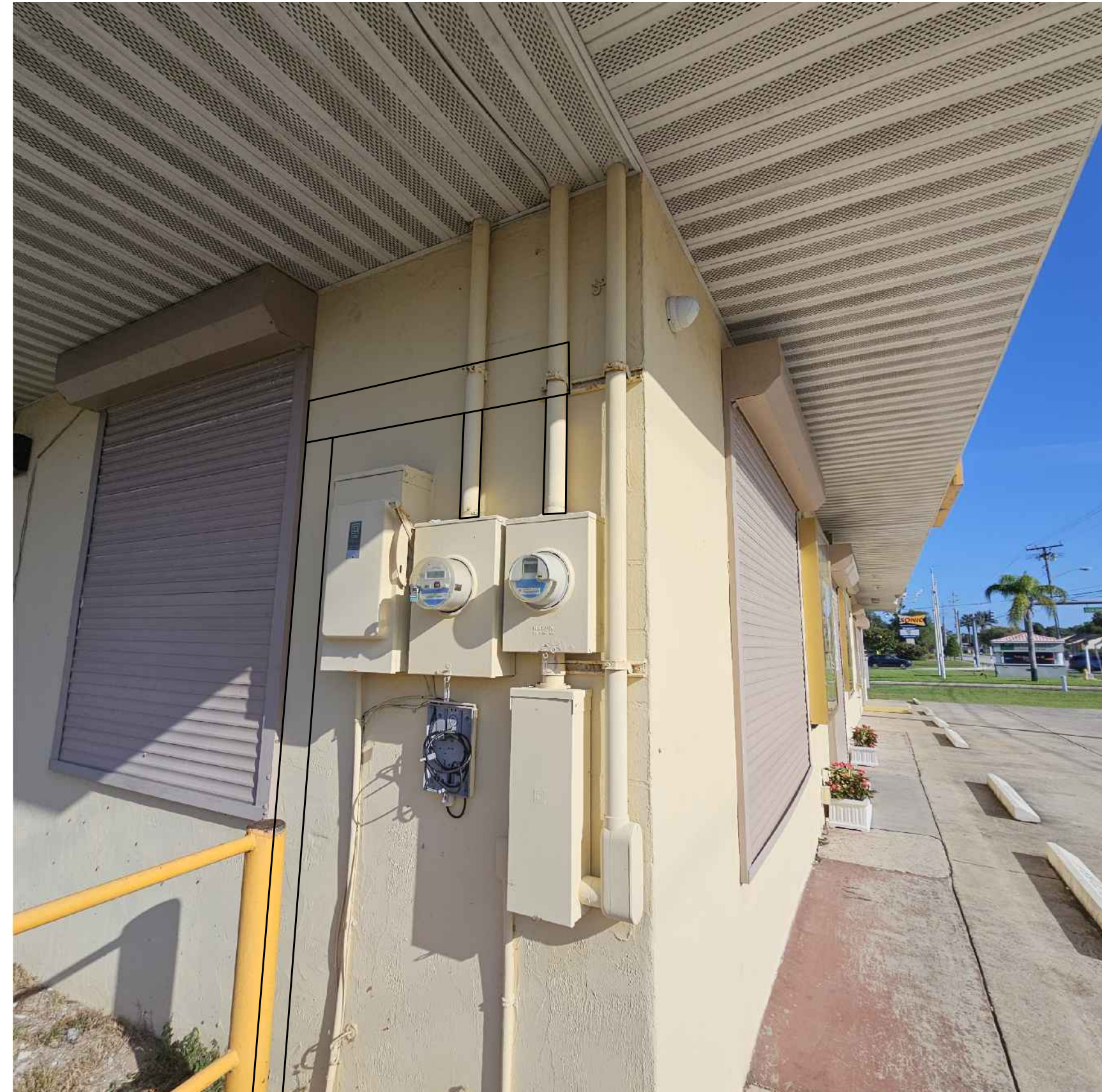
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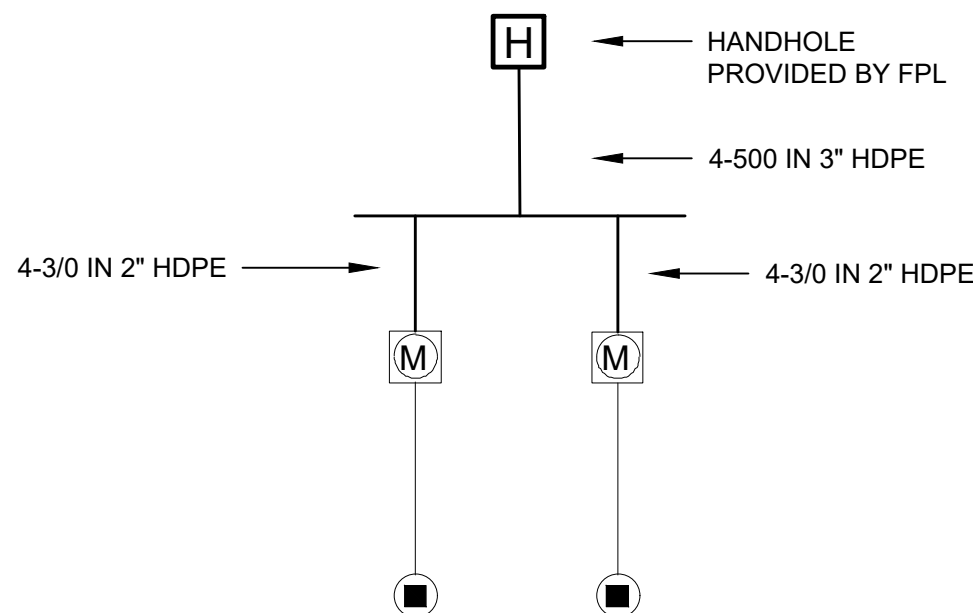
3

1808 RIDGEWOOD AVE

POWER PLAN - NEW WORK

NTS

- NOTES:
1. PROPOSED CONDUIT ROUTING SHOWN ABOVE. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUT TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.
 2. RESTORE ANY ALTERATIONS TO BUILDINGS, ROOFS, WALLS, ETC. TO EXISTING CONDITIONS.



4

1808 RIDGEWOOD AVE

RISER DIAGRAM - NEW WORK

NTS



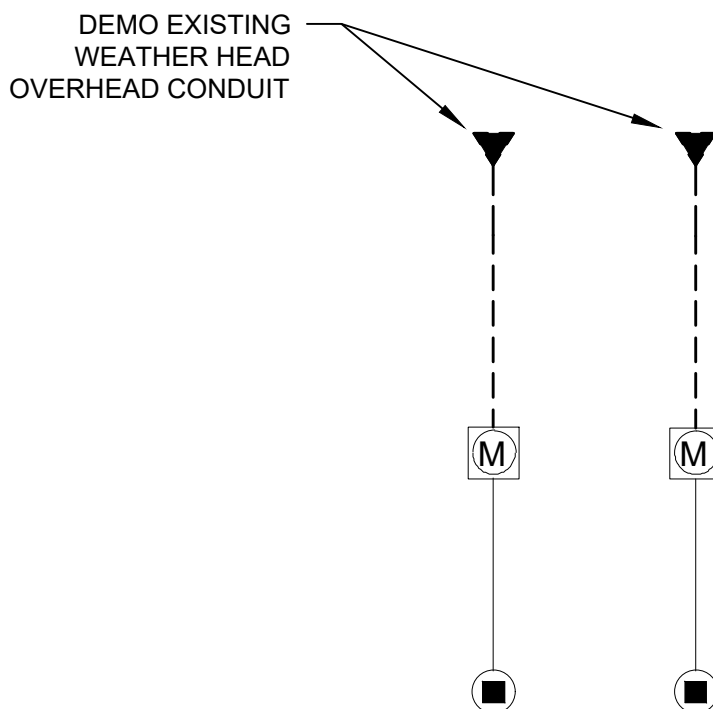
1

1808 RIDGEWOOD AVE

POWER PLAN - DEMOLITION

NTS

- NOTES:
1. DEMO EXISTING WEATHER HEAD AND OVERHEAD CONDUIT AS SHOWN ABOVE. REFER DETAIL 1/E-501 FOR MORE INFORMATION.



2

1808 RIDGEWOOD AVE

RISER DIAGRAM - DEMOLITION

NTS

GENERAL NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING ANY WORK TO ENSURE THERE ARE NO UNDERGROUND OBSTRUCTIONS.
2. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO ARRANGE ALL ELECTRICAL DEMOLITION AND CONSTRUCTION WITH THE CONSTRUCTION MANAGER TO MEET PROJECT PHASING REQUIREMENTS.
3. WHERE ALTERATIONS TO THE BUILDING SURFACE ARE REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PATCH ALL EXISTING TO REMAIN WALLS, ROOFS, SURFACES, ETC. DISTURBED BY DEMOLITION TO ORIGINAL CONDITION.
4. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, TO INCLUDE ALL EXISTING CONDUITS, PIPING, DRAINAGE, SPRINKLER SYSTEMS, ETC. UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF IMMEDIATELY REPLACING AND/OR REPAIRING ANY DAMAGE CAUSE BY CONSTRUCTION ACTIVITIES.
5. HANDHOLES AND TRANSFORMERS SHOWN ON PLANS SHALL BE PROVIDED BY FPL.
6. ALL CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE MOST DIRECT ROUTE AS TO MINIMIZE BENDS AND POSSIBLE OBSTRUCTIONS IN FIELD.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

ISSUED

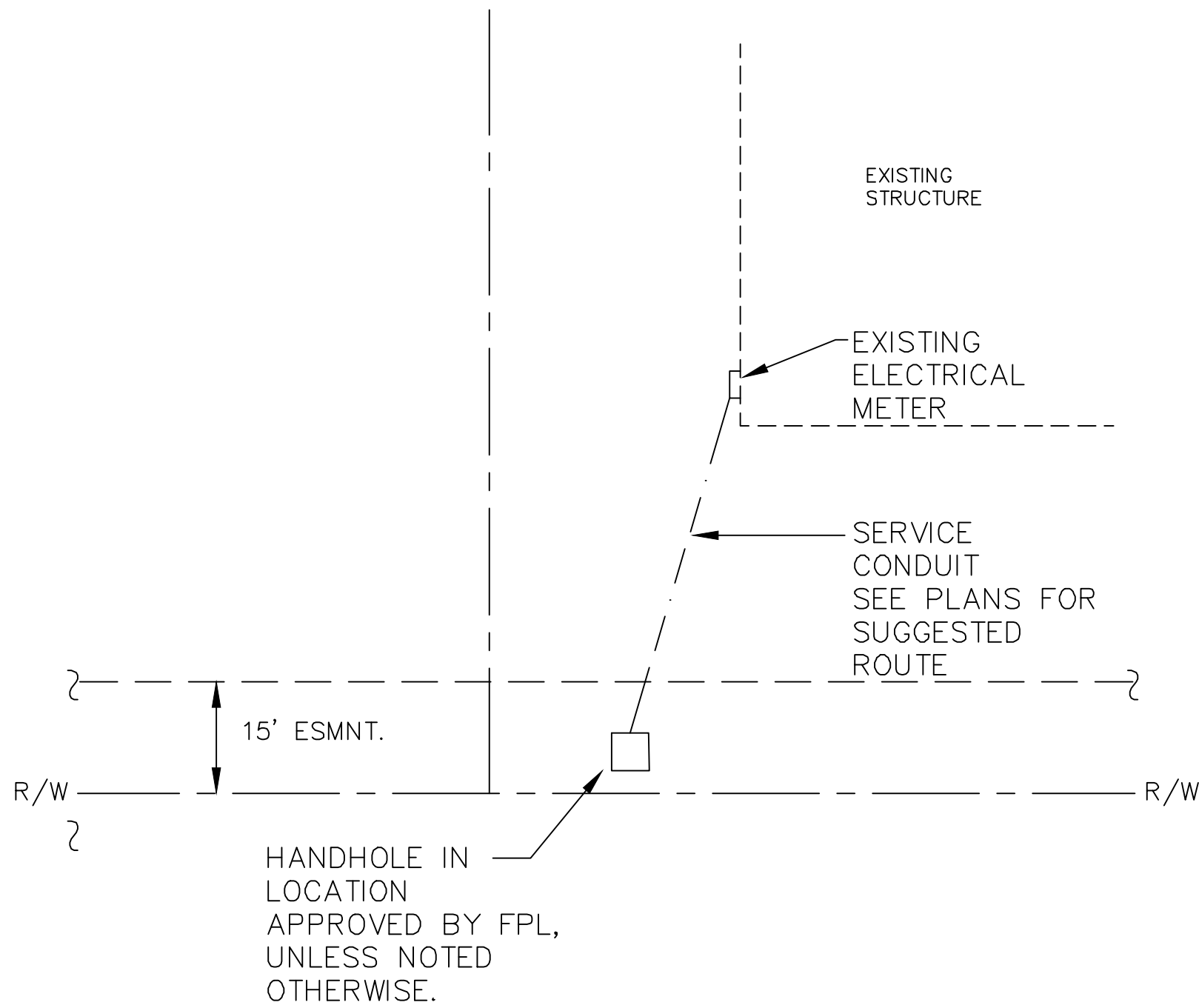
NOT FOR CONSTRUCTION

M&H NO.: 1000710-171304.05
DATE: AUGUST 2025
DESIGNED BY: DRK
DRAWN BY: DRK
CHECKED BY: JRH
DO NOT SCALE DRAWINGS

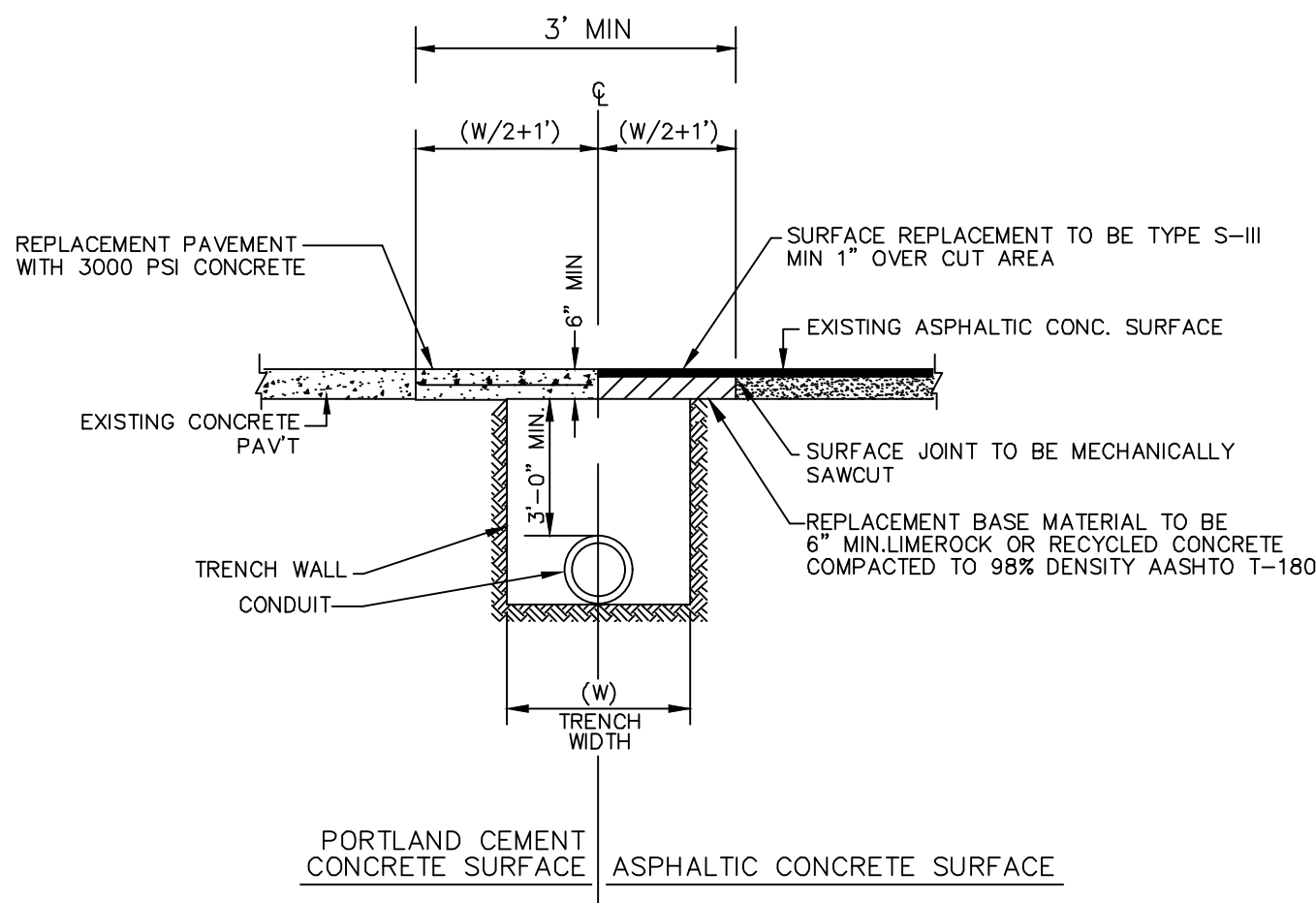
SHEET CONTENTS
POWER PLANS AND
RISER DIAGRAMS

SHEET NO.

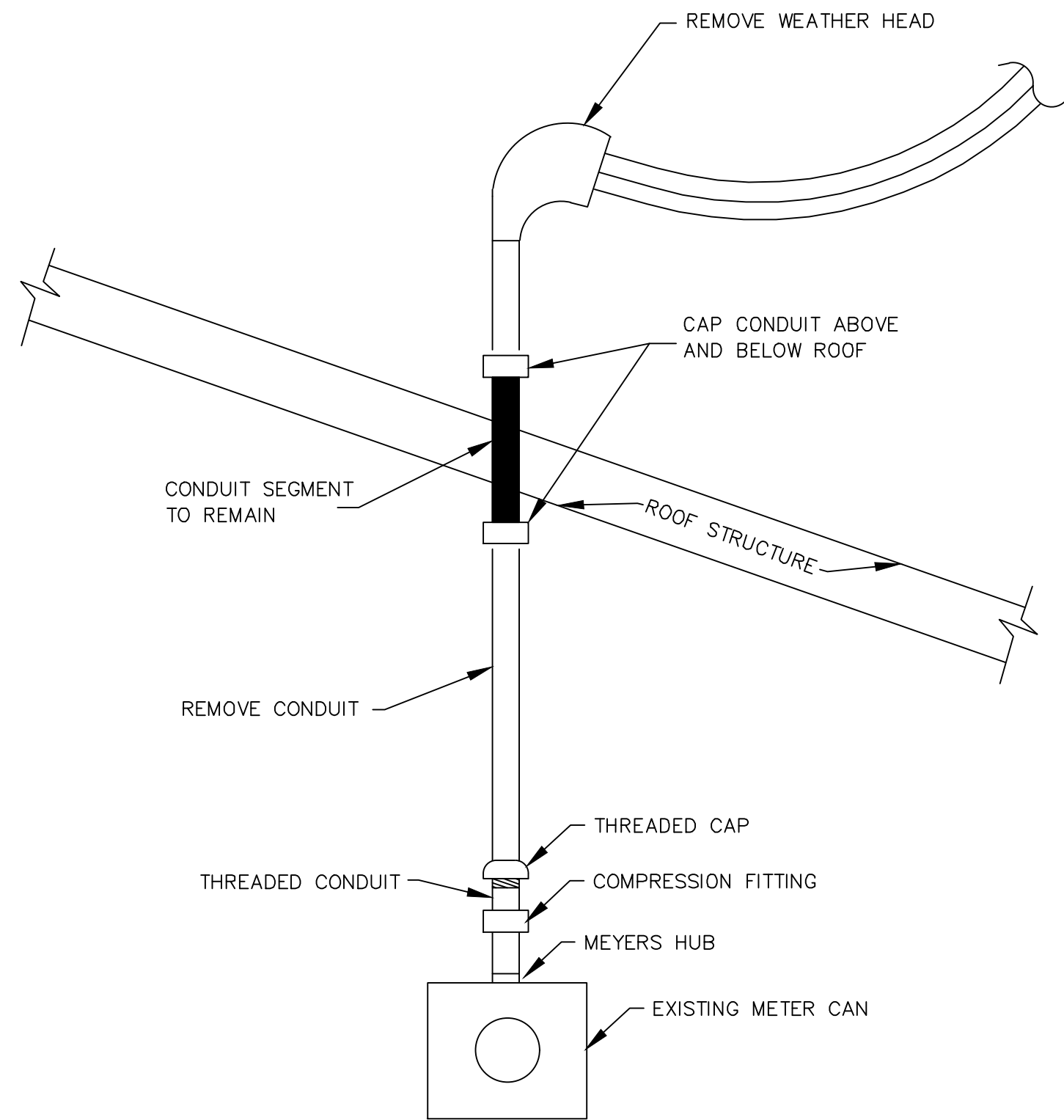
E-219



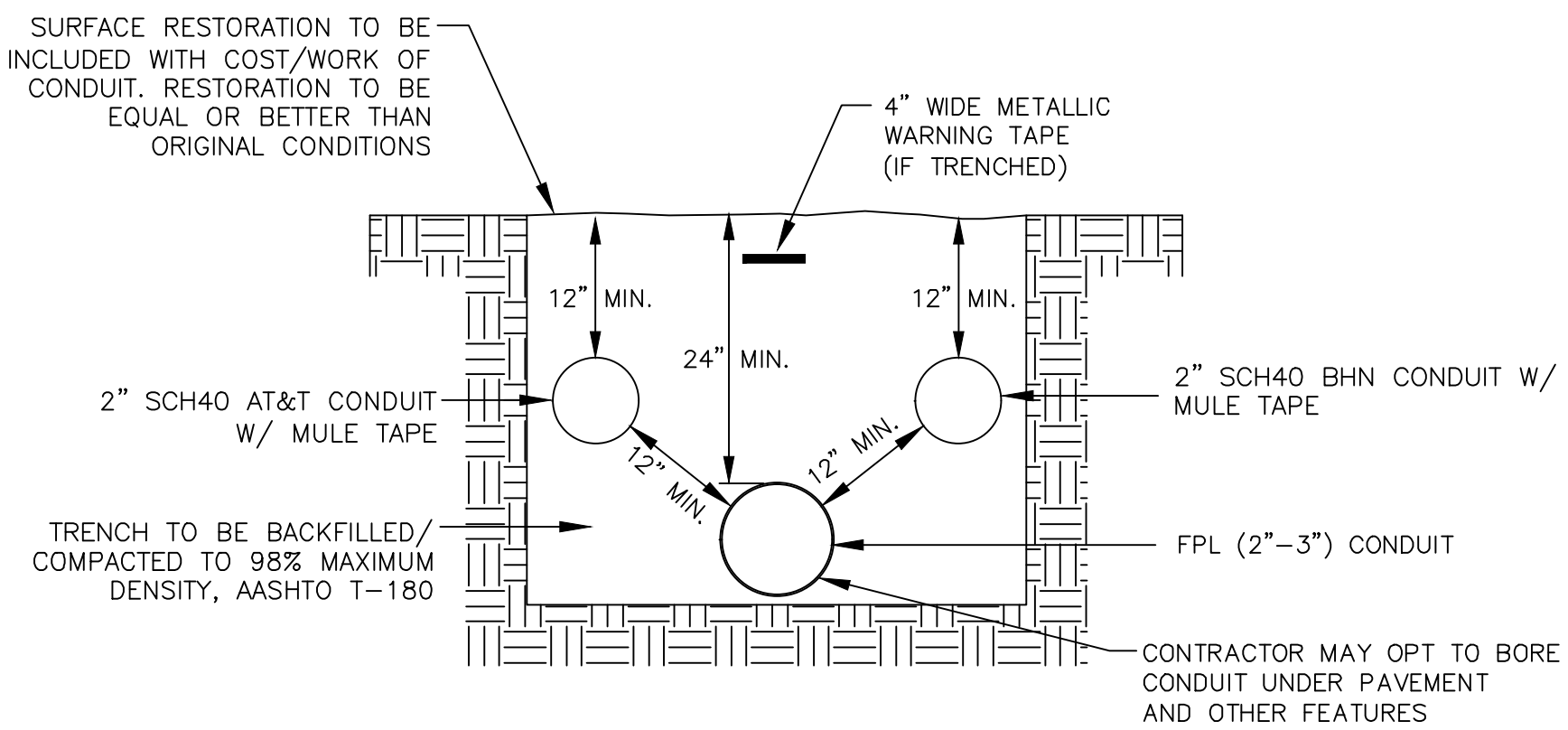
3 **TYPICAL INDIVIDUAL SERVICE CONDUITS**
NTS



4 **PAVEMENT TRENCH RESTORATION DETAIL**
NTS



1 **EXISTING OVERHEAD SERVICE REMOVAL**
NTS



2 **TYPICAL OPEN-CUT SERVICE CONDUIT TRENCH**
NTS

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& Hunt

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CITY OF HOLLY HILL
US-1 UNDERGROUNDING
PHASE 3

HOLLY HILL, FL 32117

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1000710-171304.05
DATE: AUGUST 2025
DESIGNED BY: DRK
DRAWN BY: DRK
CHECKED BY: JRH
DO NOT SCALE DRAWINGS

SHEET CONTENTS
ELECTRICAL DETAILS

SHEET NO.

E-501

SECTION 00 03 00
PROPOSAL
FOR

CITY OF HOLLY HILL
US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS
(To be completed in Duplicate)

Bidder's Name: Carter Electric Co., Inc.

Submitted: September 15, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional

costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE CONVERSIONS**", 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 00310" attached and made a part of this Bid. **The bid total is:**

Base Bid:

Five Hundred Ninety Seven Thousand Nine Hundred Ninety Three Dollars & 50/100's

(In Words)

Dollars \$ 597,993.50 (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. 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 **180 days** and 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 that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the 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.

1.02 SUPPLEMENTAL REQUIREMENTS

A. The following documents are attached to and/or made a condition of this bid:

1. Schedule of Unit Prices: Section 00 03 10
2. Statement of Bidder's Qualifications: 00 03 20
3. Listing of Subcontractors: Section 00 03 30
4. Listing of Previous Experience: Section 00 03 31
5. Bid Bond: Section 00 04 10
6. Public Entity Crimes Statement: Section 00 04 70
7. Anti-Collusion Statement: Section 00 04 80
8. Drug Free/Tie Preference Statement: Section 00 04 85
9. Compliance with the Public Records Law: Section 00 48 60
10. W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
11. Affidavit of E-Verify Requirements Compliance: Section 00 48 80
12. Trench Safety Affidavit: Section 00 04 90
13. Certificate as to Corporate Principal: Section 00 06 20
14. City of Holly Hill Insurance Requirements: Section 00 08 00A

1.03 REQUIRED DISCLOSURE

A. 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.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

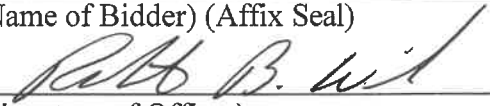
Addendum No. 1 Dated: 08.29.25
Addendum No. 2 Dated: 09.12.25
Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Type letter here

Attached hereto is a cashier's check on the n/a Bank of
n/a or Bid Bond for the sum of
5% of proposed bid Dollars (\$--5%--),
made payable to City of Holly Hill (Owner).

Carter Electric Co., Inc.

(Name of Bidder) (Affix Seal)


(Signature of Officer)

Robert B. Wiech - Vice President

(Title of Officer)

Carter Electric Co., Inc.

Name of Bidder

231 Jean Street

Address

Daytona Beach, FL 32114

City/State/Zip

386-255-1418

Telephone

EC0002058

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Matthew J. Wittwer - President & Robert B. Wiech - Vice President

Carter Electric Co., Inc.

231 Jean Street, Daytona Beach, FL 32114

END OF SECTION

SECTION 00 03 10
US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS SCHEDULE OF UNIT PRICES
ITB NO. 26ST01

Item	Description	ID #	Qty.	Unit	Unit Cost	Cost
A	Electrical Service Conversions					
1	1331 Ridgewood Ave., Holly Hill, FL 32117	E-0058	1	LS	\$ 8,327.00	\$ 8,327.00
2	1335 Ridgewood Ave., Holly Hill, FL 32117	E-0059	1	LS	\$ 7,181.00	\$ 7,181.00
3	1341 Ridgewood Ave., Holly Hill, FL 32117	E-0060	1	LS	\$ 13,725.00	\$ 13,725.00
4	1349 Ridgewood Ave., Holly Hill, FL 32117	E-0063	1	LS	\$ 11,995.00	\$ 11,995.00
5	1369 Ridgewood Ave., Holly Hill, FL 32117	E-0064	1	LS	\$ 14,375.00	\$ 14,375.00
6	1400 Ridgewood Ave., Holly Hill, FL 32117	E-0079	1	LS	\$ 18,850.00	\$ 18,850.00
7	1410 Ridgewood Ave., Holly Hill, FL 32117	E-0080	1	LS	\$ 8,457.00	\$ 8,457.00
8	1415 Ridgewood Ave., Holly Hill, FL 32117	E-0066	1	LS	\$ 15,627.00	\$ 15,627.00
9	1422 Ridgewood Ave., Holly Hill, FL 32117	E-0081	1	LS	\$ 9,741.00	\$ 9,741.00
10	1424 Ridgewood Ave., Holly Hill, FL 32117	E-0081(A)	1	LS	\$ 8,139.00	\$ 8,139.00
11	1500 Ridgewood Ave., Holly Hill, FL 32117	E-0082	1	LS	\$ 24,108.00	\$ 24,108.00
12	1510 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS	\$ 23,615.00	\$ 23,615.00
13	1515 Ridgewood Ave., Holly Hill, FL 32117	E-0070	1	LS	\$ 34,240.00	\$ 34,240.00
14	1518 Ridgewood Ave., Holly Hill, FL 32117	E-0084	1	LS	\$ 7,877.00	\$ 7,877.00
15	1533 Ridgewood Ave., Holly Hill, FL 32117	E-0076	1	LS	\$ 5,846.00	\$ 5,846.00
16	1543 Ridgewood Ave., Holly Hill, FL 32117	E-0078	1	LS	\$ 20,074.00	\$ 20,074.00
17	Flomich Traffic Signal	N/A	1	LS	\$ 5,828.00	\$ 5,828.00
18	1630 Ridgewood Ave., Holly Hill, FL 32117	W-0090	1	LS	\$ 13,441.00	\$ 13,441.00
19	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091	1	LS	\$ 7,158.00	\$ 7,158.00
20	1660 Ridgewood Ave., Holly Hill, FL 32117	W-0091(A)	1	LS	\$ 15,825.00	\$ 15,825.00
21	1668/1670 Ridgewood Ave., Holly Hill, FL 32117	W-0092/0093	1	LS	\$ 30,221.00	\$ 30,221.00
22	1674 Ridgewood Ave., Holly Hill, FL 32117	W-0094	1	LS	\$ 35,994.00	\$ 35,994.00
23	1678 Ridgewood Ave., Holly Hill, FL 32117	W-0095	1	LS	\$ 24,886.00	\$ 24,886.00
24	1680 Ridgewood Ave., Holly Hill, FL 32117	W-0096	1	LS	\$ 17,018.00	\$ 17,018.00
25	1684 Ridgewood Ave., Holly Hill, FL 32117	W-0098	1	LS	\$ 11,809.00	\$ 11,809.00
26	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099	1	LS	\$ 9,431.00	\$ 9,431.00
27	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(A)	1	LS	\$ 12,072.00	\$ 12,072.00
28	1688 Ridgewood Ave., Holly Hill, FL 32117	W-0099(B)	1	LS	\$ 10,248.00	\$ 10,248.00
29	1700 Ridgewood Ave., Holly Hill, FL 32117	W-0100	1	LS	\$ 18,578.00	\$ 18,578.00
30	1701 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS	\$ 10,869.00	\$ 10,869.00
31	1722 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	N/A	1	LS	\$ 18,381.00	\$ 18,381.00
32	1808 Ridgewood Ave., Holly Hill, FL 32117	W-0105	1	LS	\$ 15,427.00	\$ 15,427.00
33	Calle Grande Traffic Signal	N/A	1	LS	\$ 5,332.00	\$ 5,332.00
34	1850 Ridgewood Ave., Holly Hill, FL 32117	W-0108	1	LS	NWR	
	315 El Pino not on bid form but shown on drawing		1	LS	\$ 18,010.00	\$ 18,010.00
	1721 Ridgewood not on the drawing or Bid form		1	LS	\$ 13,847.00	\$ 13,847.00

00-03-10-1

B	Additional/Deleted Work							
1	2" Sch 40 Conduit	200	LF	\$	31.52	\$ 6,304.00		
2	3" Sch 40 Conduit	200	LF	\$	35.76	\$ 7,152.00		
3	4" Sch 40 Conduit	200	LF	\$	41.46	\$ 8,292.00		
B	Continued Additional/Deleted Work							
4	6" Thick Concrete Repair	200	SF	\$	14.01	\$ 2,802.00		
5	4" Thick Concrete Repair	200	SF	\$	8.76	\$ 1,752.00		
6	Asphalt Pavement Repair	200	SF	\$	11.68	\$ 2,336.00		
7	Sodded Area Repair	200	SF	\$	1.46	\$ 292.00		
C	Miscellaneous							
1	Soil and Erosion Control	1	LS	\$	10,346.00	\$ 10,346.00		
2	Rock Excavation	50	CY	\$	40.87	\$ 2,043.50		
3	Bulk Concrete	50	CY	\$	78.91	\$ 3,945.50		
4	Unsuitable Material Excavation	50	CY	\$	41.23	\$ 2,061.50		
5	Preconstruction Video	1	LS	\$	2,500.00	\$ 2,500.00		
7	Traffic Control	1	LS	\$	12,265.00	\$ 12,265.00		
8	Layout/As-builts	1	LS	\$	9,350.00	\$ 9,350.00		
Grand Total				\$	597,993.50			
Upon bid award, the awarded Bidder shall also provide Bidder-prepared schedule of unit pricing for furnishing and installing all materials to be utilized in the project for which is reflected in the Schedule of Unit Prices above. The Bidder prepared schedule shall include the various types and sizes of wire, wiring devices, meter cans, grounding and other required items. The schedule along with the additional/deleted work portion of the Schedule of Unit Prices shall be utilized to compensate the Contractor for additional work and to determine credit for any deleted/reduced work.								
SUBMITTED BY Signature 								
CONTRACTOR Carter Electric Co. Inc								
ADDRESS 231 Jean Street Daytona Beach								
				State:	FL	Zip 32114		
TELEPHONE NUMBER 386-255-1418								
FAX NUMBER								
State of Florida Certified Electrical Contractor Unlimited								
Contractors License Number EC0002058								

00-03-10-2

SECTION 00 03 20

STATEMENT OF BIDDER'S QUALIFICATIONS

A. 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.

1. Name of bidder. **Carter Electric Co., Inc.**
2. Permanent main office address. **231 Jean Street, Daytona Beach, FL 32114**
3. When organized. **1959**
4. If a corporation, where incorporated. **Florida**
5. Contractor License Numbers **EC0002058, EC0000265, EC13005876**
(See attached licenses.)
6. How many years have you been engaged in the contracting business under your present firm or trade name? **66 Years**
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **See attached WIP**
8. General character of work performed by your company. **Electrical and Systems**
Division 26 - Electrical, Division 27 - Communications, & Division 28 - Electronic Safety & Security
- 9.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? **No**
- 9.⁽²⁾ Provide lists of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. **n/a**
10. Have you ever defaulted on a contract? If so, where and why? **No**
11. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See attached Project List.
12. List your major equipment.
See Equipment List
13. Experience in construction work similar in type to this project.
See attached Project List.
14. Background and experience of the principal members of your organization, including the officers.
See attached Key Personnel List

15. Credit Type text here available:
\$ 1,500,000.00
16. Give bank reference:
Barwick Banking Company - See attached letter.
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
18. 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 Daytona Beach, FL this 15th day of September, 2025.

Carter Electric Co., Inc.

Name of Bidder

By: *Robert B. Wiech*

Robert B. Wiech Title Vice President

State of Florida

County of Volusia

Robert B. Wiech being duly sworn deposes and says that

he is the Vice President of Carter Electric Co., Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 15th day of September, 2025.

Shawn Jackson
Notary Public

Shawn Jackson
Notary Public (Print or Type)



My commission expires: 08.11.29

END OF SECTION

SECTION 00 03 30

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
Concrete	All State Civil Construction, Inc.	Name: <u>Jonathan Kephart</u> Phone #: <u>386-679-7719</u> Name: _____ Phone #: _____ Name: _____ Phone #: _____
Asphalt	All State Civil Construction, Inc.	Name: <u>Jonathan Kephart</u> Phone #: <u>386-679-7719</u> Name: _____ Phone #: _____ Name: _____ Phone #: _____
Sodding/Landscaping	All State Civil Construction, Inc.	Name: <u>Jonathan Kephart</u> Phone #: <u>386-679-7719</u> Name: _____ Phone #: _____ Name: _____ Phone #: _____
M.O.T.	Atlantic Traffic Solutions, LLC.	Name: <u>Andy Mills</u> Phone #: <u>407-436-4496</u> Name: _____ Phone #: _____
Directional Bore	Coastal Cable Construction	Name: <u>Jay Flositz</u> Phone #: <u>386-748-4185</u>

SECTION 00 03 31

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 Project List.

NO.	PROJECT/ OWNER/ REFERENCE	DESCRIPTION/COST	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
2	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		
3	Project:	Description:	Start Date:
	Owner:		
	Reference Name:	Cost:	Finish Date:
	Reference Phone Number:		

END OF SECTION

SECTION 00 04 10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Carter Electric Co., Inc. as Principal and Merchants Bonding Company (Mutual) of the City of Des Moines, IA State of Iowa, 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 (5%) OF PROPOSED 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:

**US1 UNDERGROUNDING PHASE 3 – ELECTRICAL SERVICE
CONVERSIONS**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 15th day of September, 2025, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF: _____ (Seal)

Individual or Partner

Witness

ATTEST:


231 Jean Street
DAYTONA BEACH, FL 32114
Address
Carter Electric Co., Inc.
Corporate Principal
Matthew W. Witter
President AFFIX
CORPORATE SEAL

P.O BOX 14498
DES MOINES, IA 50306
Address
By Don Bramlage
AFFIX
CORPORATE SEAL
Merchants Bonding Company (Mutual)
Corporate Surety
Don Bramlage Attorney-In-Fact &
Florida Resident Agent - Inquiries: 407-330-3990
Title

ATTEST:
see attached power of attorney

END OF SECTION

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cindy Mirisola; Don Bramlage

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



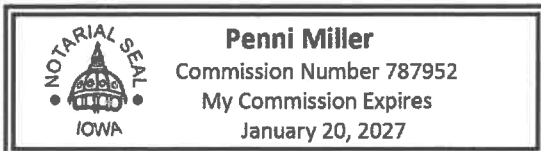
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of September, 2025.



Ata B. Smith
Secretary

SECTION 00 04 70

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES:

ITB No. 26ST0 1

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for
The City of Holly Hill US1 Undergrounding Phase 3 - Electrical Service Conversions

This sworn statement is submitted by Carter Electric Co., Inc. whose business
address is 231 Jean Street, Daytona Beach, FL 32114 and (if applicable)
its Federal Employer Identification Number (FEIN) is 59-0862377. (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:
n/a.)

My name is Robert B. Wiech any my relationship to the entity named above
is Vice President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) Robert B. Wiech Date: 09.15.25

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Robert B. Wiech, Vice President
who, after first being sworn by me, affixed his/her signature in the space provided above on this
15th day of September, 2025.



Shawn Jackson
Notary Public - Shawn Jackson

My Commission Expires: 08.11.29

END OF SECTION

SECTION 00 04 80

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: Carter Electric Co., Inc.

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Robert B. Wiech, Vice President

ADDRESS: 231 Jean Street

CITY AND STATE: Daytona Beach, FL 32114

TELEPHONE: 386-255-1418

COMPLETION TIME: 09.15.25

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) n/a

END OF SECTION

SECTION 00 04 85

DRUG FREE/TIE PREFERENCE STATEMENT

A. 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:

1. 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:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - d. 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.

- e. 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.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

Robert B. Wiech, Vice President
Carter Electric Co., Inc.
231 Jean Street
Daytona Beach, FL 32114
386-255-1418

END OF SECTION

SECTION 00 48 60
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-WW-08

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

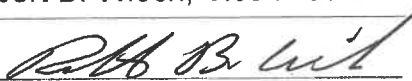
A provision that requires the contractor to comply with public records laws, specifically to:

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: Carter Electric Co., Inc.

Authorized representative (printed): Robert B. Wiech, Vice President

Authorized representative (signature): 

Date: 09.15.25

Section 00 48 80
Affidavit of E-Verify Requirements Compliance

ITB NO.

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.

Carter Electric Co., Inc.

Consultant/Contractor Name and Address

Carter Electric Co., Inc.
231 Jean Street
Daytona Beach, FL 32114
386-255-1418

Signature



Name and Title

Robert B. Wiech, Vice President

SECTION 00 04 90

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:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
Slope Method - \$1.00 per Linear Foot	\$1,760.00

One Thousand Seven Hundred Sixty Dollars & xx/100's

(Cost in Words)

TOTAL \$ \$1,760.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Carter Electric Co., Inc.

DATE: 09.15.25 BY: 
Robert B. Wiech, Vice President

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

END OF SECTION

SECTION 00 05 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/LLC known as Carter Electric Co., Inc. organized and existing under the laws of the State of Florida; PARTNERSHIP known as n/a consisting of the following members: n/a an INDIVIDUAL n/a trading as n/a of n/a City Daytona Beach State of FL Zip Code 32114, 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, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | 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 **180 days** and an additional **30 days** for final completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$1,000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages

exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$ _____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 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 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 Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

City Clerk

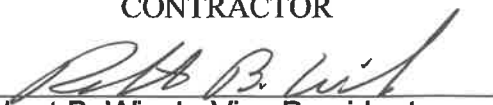
By _____
Joe Forte

Title _____
City Manager

Carter Electric Co., Inc.
CONTRACTOR

WITNESS:


Shawn Jackson

By 
Robert B. Wiech, Vice President

END OF SECTION

SECTION 00 06 20

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Robert B. Wiech, certify that I am the Vice President
of the corporation named as Principal in the within Bid Bond; that Robert B. Wiech
who signed the said Bid Bond on behalf of the Principal was then Vice 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
Robert B. Wiech, Vice President

END OF SECTION

SECTION 00 06 40

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: Carter Electric Co., Inc.
Address: 231 Jean Street
Daytona Beach, FL 32114
Contact Person: Robert B. Wiech, Vice President
Phone Number: (386) 255-1418 -

SURETY:

Address: Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306
Contact Person: Don Bramlage - Attorney-In-Fact & Florida Registered Agent
Phone Number: (407) 330-3990 -

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: \$ TBD **City Case/Project No.** 26ST01

Description of Work: Conversion of 34 existing commercial electrical services from overhead to underground as part of the City's US 1 Utility Undergrounding, Phase 3 project between Walker Street and the north City limits. The work includes coordination with Florida Power & Light and the property owners/tenants for disconnects/reconnects, acquisition of City building/electrical permits (City to waive fees), and restoration of existing features/improvements.

Project Location: Holly Hill, Volusia County, Florida

Legal Description: Various properties along US 1 (see plans and temporary construction easements), FDOT-owned US1 right-of-way and various City-owned rights-of-way.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

00 06 40-1

Page 994 of 1454

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, Carter Electric Co., Inc.

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:

US1 UNDERGROUNDING PHASE 3 - ELECTRICAL SERVICE CONVERSIONS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 26ST01.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

Carter Electric Co., Inc.

a Florida Corporation

Mailing Address:

231 Jean Street, Daytona Beach, FL 32114

By: *Robert B. Wiech*

Name/Title: Robert B. Wiech, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this 15th day of September, 2020, by Robert B. Wiech, Vice President as a duly authorized representative of Carter Electric Co., Inc. a Florida Corporation, the Principal named in the attached **Payment and Performance Bond No.** _____.

Notary, please check one:

☒ Personally known to me
☐ Produced identification

Shawn Jackson
Notary Public, State of Florida

My Commission Expires: 08.11.29

Printed Name: Shawn Jackson



Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

US1 UNDERGROUNDING PHASE 3
ELECTRICAL SERVICE CONVERSIONS

Name of Project
City Project No. ITB No. 26ST01
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, Carter Electric Co., Inc., as Principal, and
Merchants Bonding Company (Mutual), 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 the engineering firm Mead & Hunt, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

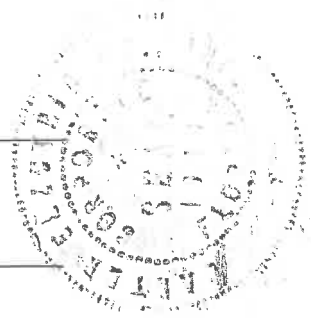
with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 15th day of September, 2025.

Carter Electric Co., Inc.
(Name of Principal)

By: Robert B. Wiech
Name/Title: Robert B. Wiech, Vice President



Attest
Maria L. Smith
(As to Corporate Principal) Secretary

Sharon G. Smith
(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

(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.

Type text here

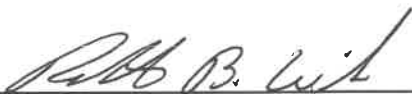
SECTION 00 06 50

CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

See attached Certificate of Insurance

This is to certify Federated Mutual Insurance Company has
issued to _____, of the City of Holly Hill, State of Florida,
the following policy or policies; Public Liability Policy No. 1915855 & 1915860 effective on January 1, 2025, limits \$8,000,000.00,
Property Damage Policy No. 1915855 effective on January 1, 2025 and
expiring on January 1, 2026, limits \$1,000,000.00.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the City of Holly Hill, in writing thirty (30) days prior to cancellation of the policy.


Robert B. Wiech - Vice President
Carter Electric Co., Inc.

(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

SECTION 00 06 60

AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

See Attached Certificate of Insurance

State of Florida

County of Volusia

Robert B. Wiech, Vice President being duly sworn according to law, deposes and says (it, he, they) have 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 Florida Company, under the terms of Policy No. WC840-00234446-2025A for a period from January 1, 2025 to January 1, 2026.

WITNESS:

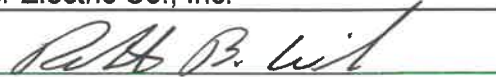


Shawn Jackson

CONTRACTOR:

Carter Electric Co., Inc.

By



Title Robert B. Wiech, Vice President

Sworn to and subscribed before me this 15th day of September, 2025.



Notary Public

Shawn Jackson

Notary Public (Print or Type)

My Commission Expires: 08.11.29



END OF SECTION

SECTION 00 06 65

CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION

~~See~~ Attached Certificate of Insurance

This is to certify that Brown & Brown Insurance Services, Inc., Company has issued
to _____, of the City of Holly Hill,
State of Florida, the following policy or policies: Workmen's Compensation and
Employer's Liability Policy No. WC840-0023446-2025A effective on January 1, 2025, re
Policy No. WC840-0023446-2025A effective
on January 1, 2025 and expiring on January 1, 2026
re _____ limits _____.

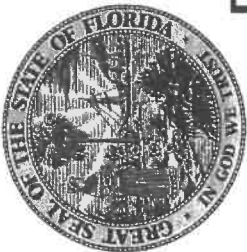
If at any time this coverage is to be canceled, the undersigned will notify the insured and
the City of Holly Hill in writing thirty (30) days
prior to cancellation of policy.



Robert B. Wiech - Vice President
Carter Electric Co., Inc.

(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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: EC0002058

EXPIRATION DATE: AUGUST 31, 2026

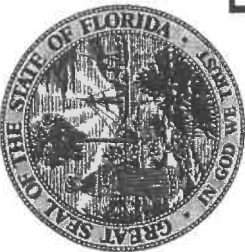
Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/10/2024

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This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification



LICENSE NUMBER: ECAD000265

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 06/06/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER EC13005876

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/09/2024

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Cost Codes: 1753 To: 1919			Cost Types: LPBFMS1234567890 Active Jobs		Labor Detail		Work in Progress Report Carter Electric Co., Inc. 8/29/2025							Page 1 8/29/25 11:16 LI 25.1.2.1.250815	
Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance			
753	FHC at LPGA & Tymber Creek 412,370.09	396,116.98	412,370.09	377,531.63	11,676.24	389,207.87	23,162.22	12,371.10		97	22,467.36	0.00			
770	*Holly Hill School 185,054.22	142,952.00	185,054.22	134,822.40	7,095.92	141,918.32	43,135.90	9,252.71		95	40,979.11	0.00			
794	Encompass Health Rehab Hosp 3,834,189.01	3,192,687.19	3,834,189.01	3,696,504.36	37,338.43	3,733,842.79	100,346.22	38,341.89		99	99,342.76	0.00			
812	HHMC FSED North Daytona 1,761,243.91	1,301,459.13	1,660,776.91	1,178,373.29	408,876.02	1,587,249.31	173,994.60	353,230.09		74	129,173.53	100,467.00			
820	HHMC Chem Lab Renov - Phase 1 252,557.58	252,196.14	252,557.58	192,828.59	0.00	192,828.59	59,728.99		0.00	100	59,728.99	0.00			
824	HHMC Lohman Bld 2nd flr Neuro 1,195,126.82	1,064,548.17	1,195,126.82	946,628.88	167,052.16	1,113,681.04	81,445.78	179,269.02		85	69,228.92	0.00			
835	HHMC ED X-ray Suite Renovation 45,196.00	33,834.37	45,196.00	16,374.98	0.00	16,374.98	28,821.02		0.00	100	28,821.02	0.00			
847	*HHMC 7th Floor Renovations 861,679.40	628,875.18	861,679.40	609,496.66	107,558.23	717,054.89	144,624.51	129,251.91		85	122,930.83	0.00			
852	FHC OC Overnight ASC Steriliza 230,000.00	181,515.00	230,904.07	142,462.15	15,829.13	158,291.28	71,708.72	23,904.07		90	64,537.85	-904.07			
856	FHC Ormg City Bld 2&3 Site Ren 85,819.00	73,157.00	34,162.09	25,477.46	50,755.56	76,233.02	9,585.98	5,480.95		33	3,203.68	51,656.91			
859	*Vol. Marine Science Center 406,820.75	329,369.72	406,820.75	392,075.99	0.00	392,075.99	14,744.76		0.00	100	14,744.76	0.00			
863	Nexus - Flagler Library 1,540,713.50	1,180,257.45	1,517,522.70	1,025,550.50	482,612.00	1,508,162.50	32,551.00	469,837.52		68	22,134.68	23,190.80			
869	HBS-Patient Wing Upgrade 89,890.72	74,462.43	89,851.00	52,875.15	2,782.90	55,658.05	34,232.67	4,454.82		95	32,521.03	39.72			

Work in Progress Report
Carter Electric Co., Inc.
8/29/2025

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Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance
1874	Adv Health DB Cancer LINAC 160,006.44	101,734.15	160,006.44	63,360.08	0.00	63,360.08	96,646.36		0.00	100	96,646.36	0.00
1875	Aquarius Condo Fire Alarm 68,949.00	49,381.45	68,949.00	46,343.62	0.00	46,343.62	22,605.38		0.00	100	22,605.38	0.00
1877	*Palm Coast Fire Station #26 1,497,667.32	1,199,508.29	325,920.00	116,993.43	1,085,062.06	1,202,055.49	295,611.83	180,155.32		10	28,771.25	1,171,747.32
1879	Jackie Robinson Ballpark 3,043,286.52	2,517,111.84	905,477.73	414,119.04	2,111,785.90	2,525,904.94	517,381.58	406,534.61		16	84,824.08	2,137,808.79
1881	Port Orange Lift Station #6 66,173.00	56,250.00	0.00	126.87	56,123.13	56,250.00	9,923.00		149.25	0	22.38	66,173.00
1884	Adv Hlth Deland Exit Lighting 58,779.66	40,051.05	47,023.73	13,293.08	3,323.27	16,616.35	42,163.31		0.00	80	33,730.65	11,755.93
1885	Holly Hill Lift Station #4 24,318.00	23,858.00	17,000.00	14,294.53	5,757.82	20,052.35	4,265.65		335.34	71	3,040.81	7,318.00
1886	*Port Orng Utilities Field Op 1,860,458.65	1,523,682.14	602,872.65	467,352.63	1,119,309.01	1,586,661.64	273,797.01	54,872.86		29	80,647.16	1,257,586.00
1887	*Palm Coast Fire Station #22 1,488,084.70	1,206,677.96	231,314.00	82,900.89	1,123,777.07	1,206,677.96	281,406.74	129,079.97		7	19,333.14	1,256,770.70
1889	Ocean Center Floor Box Replace 449,435.00	372,552.71	289,753.00	217,829.56	93,355.53	311,185.09	138,249.91		24,851.50	70	96,774.94	159,682.00
1891	US1 Undergrounding/Serv Conver 249,328.50	216,138.54	188,477.20	107,371.34	135,766.40	243,137.74	6,190.76	78,371.98		44	2,733.88	60,851.30
1893	ABC Port Orange 22,879.15	20,952.50	11,965.00	8,099.12	12,853.38	20,952.50	1,926.65	3,121.14		39	744.74	10,914.15
1894	Shadow Lakes Office Renovation 17,818.00	16,527.20	16,036.20	16,035.21	843.96	16,879.17	938.83		890.90	95	891.89	1,781.80
1895	Friendship Elem Bld 3 /Chiller 456,337.54	376,923.36	456,337.54	214,705.04	0.00	214,705.04	241,632.50		0.00	100	241,632.50	0.00

Work in Progress Report
Carter Electric Co., Inc.
8/29/2025

Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance
896	DSC Bldg 115 - Freshens 72,902.09	60,179.48	72,902.09	28,935.29	0.00	28,935.29	43,966.80		0.00	100	43,966.80	0.00
898	FHC Clyde Morris-Corridor Ltg 27,097.54	17,000.00	27,097.54	16,172.11	0.00	16,172.11	10,925.43		0.00	100	10,925.43	0.00
899	ERAU Micaplex Wind Tunnel 20,961.00	19,891.19	20,961.00	15,541.16	0.00	15,541.16	5,419.84		0.00	100	5,419.84	0.00
900	Seabreeze HS- Replace OAU Bld3 29,800.00	25,931.22	0.00	246.00	25,685.22	25,931.22	3,868.78		282.70	1	36.70	29,800.00
901	Discovery Elem- Chillers 1 & 2 23,100.00	18,313.51	20,637.00	20,674.47	639.42	21,313.89	1,786.11		1,770.00	97	1,732.53	2,463.00
902	HHMC OR Waiting Room 9,650.00	8,711.00	0.00	6,183.50	2,527.50	8,711.00	939.00		6,850.05	71	666.55	9,650.00
903	Vol Emergency Op Ctr Addition 1,184,200.00	1,044,822.04	95,581.00	46,039.68	999,674.86	1,045,714.54	138,485.46	43,444.22		4	6,097.10	1,088,619.00
904	444 Seabreeze Portico Lights 11,500.00	10,000.00	11,500.00	237.66	9,993.95	10,231.61	1,268.39	11,232.88		2	29.46	0.00
905	HHMC Deltona Expansion 2,395,997.00	2,108,313.00	0.00	78,941.54	2,094,132.58	2,173,074.12	222,922.88		87,039.69	4	8,098.15	2,395,997.00
907	POPD Generator Replacement 377,907.45	321,220.00	0.00	0.00	321,220.00	321,220.00	56,687.45		0.00	0	0.00	377,907.45
908	Paige Ave Pickleball - Phase 1 15,081.00	12,800.00	0.00	0.00	12,800.00	12,800.00	2,281.00		0.00	0	0.00	15,081.00
909	HHMC Lohman Bld Suite 420 12,910.00	10,841.80	12,910.00	4,419.25	0.00	4,419.25	8,490.75		0.00	100	8,490.75	0.00
911	Paige Ave Pickleball - Phase 2 43,795.00	37,225.00	0.00	0.00	37,225.00	37,225.00	6,570.00		0.00	0	0.00	43,795.00
912	Masci Corp. Garage 17,045.00	14,870.00	0.00	961.26	13,908.74	14,870.00	2,175.00		1,101.86	6	140.60	17,045.00

Work in Progress Report
Carter Electric Co., Inc.
8/29/2025

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Job	Contract Amount	Estimated Cost	Billed To Date	Cost To Date	Est. Cost Remaining	Revised Estimate	Final Profit	Over Billed	Under Billed	Pct Cmp	Earned Income	Contract Balance
1913	Hudson Well Field Expansion											
	137,510.00	108,417.46	0.00	0.00	108,417.46	108,417.46	29,092.54		0.00	0	0.00	137,510.00
1916	Hammock Dunes Restrooms											
	9,360.00	7,953.90	0.00	896.82	7,057.08	7,953.90	1,406.10		1,055.36	11	158.54	9,360.00
1917	Battelle Research Storage Bldg											
	14,950.00	10,436.50	0.00	2,114.22	8,322.28	10,436.50	4,513.50		3,028.56	20	914.34	14,950.00
1919	Dr. Phillips Perf Arts SBA											
	29,799.00	25,344.28	0.00	0.00	25,344.28	25,344.28	4,454.72		0.00	0	0.00	29,799.00
	24,797,747.56	20,435,050.33	14,308,931.76	10,795,189.44	10,706,482.47	21,501,671.91	3,296,075.65	2,132,207.06	127,355.21	50	1,508,890.47	10,488,815.80
20	Labor	1,431,832.16		2,225,363.52								
	Overtime Labor	53,152.23		147,771.80								
	Buglen	267,237.20		247,554.42								
	Material	5,622,806.24		3,848,181.04								
	Sub-Contractor	4,304,297.01		1,510,965.32								
	Casual-Ln'd Labor	2,046,663.35		2,080,323.45								
	Non P.O. Material	125,638.96		11,713.69								
	Miscellaneous	3,191,449.09		323,666.24								
	Other	38,445.79		21,332.00								
	Equipment Rental	408,153.31		333,464.16								
	Sub-Labor Only	28,028.00		0.00								
	Owner Direct P.O.	385,182.00		0.00								
	Internal Equip.	0.00		44,853.80								
	Overhead	2,532,164.99		0.00								

EQUIPMENT SCHEDULE

QTY.	EQUIPMENT	EACH PIECE:	LIMITS OF COVERAGE:
1	RTS573-FT Trimble Robotic Total Station	22,650.00	22,650.00
1	T100-RTS-FTG Trimble T100 2.4GHz Radio	6,210.00	6,210.00
1	Cat Forklift	36,000.00	36,000.00
1	Cannon 12k Wire Puller	11,500.00	11,500.00
1	Wire Stripper Model 1000 (shop)	3,250.00	3,250.00
3	Maxis Tugger	2,000.00	6,000.00
2	2 x 4 Polaris Ranger - 2011	8,000.00	16,000.00
1	Current Tugger	8,000.00	8,000.00
5	Jr. Tugger	2,000.00	10,000.00
1	E32 Bobcat Compact Excavator	30,000.00	30,000.00
1	Greenlee Electric Bender	6,000.00	6,000.00
1	Amprobe AT-3500 (locator) SN:2100016087	3,000.00	3,000.00
4	Conex Storage Container	2,500.00	10,000.00
1	Pre-Fab Trailer	2,500.00	2,500.00
	TOTAL LIMIT		171,110.00



Carter Electric Co., Inc. Contractors - Engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114 • 386-255-1418

TRUMAN E. (ROY) GAILEY, JR., CEO
STATE CERTIFIED EC0000265

MATTHEW J WITTWER, PRESIDENT
STATE CERTIFIED EC0002058; NC 14911-U

Key Personnel List – 09.05.25

Name:	Years Experience:	Years with Carter Electric:
Field Superintendents:		
Bobby Paquette	42	21
Bruce Jacobs	18	12
*Chuck Peckham	42	34
Dave McCullough	44	32
David Miller	9	6
*Frank Dement	36	28
Jim Courtney	30	
Jim O'Brien	21	22
*Justin Davenport	25	20
Justin Johaneman	20	14
Marvin Crawford	38	36
Mike Napolin	25	6
Robert Sorlingas	43	6
Ronnie Cravener	10	10
Stephen Klinker	6	6
Thurstan Hill	16	16
Tony Amos	43	8
Tommy Granger	40	26
Officers:		
*Truman E. Gailey, Jr. (Roy) – CEO	60	60
*Matthew J. Wittwer (Matt) – President	35	18
*Robert B. Wiech (Bob) – Vice President	33	16
Project Managers:		
Anthony Ratliff	21	5
David Gabel	22	4 Months
Jesse Gabel	12	1 Month
Louis Whaley	1	1
Safety Director:		
Don Tyser	31	31
Estimator:		
Jamie Woodrow	25	14
Todd Matarazzo	13	2
*Medical and ACHA Experience		



For Locals. By Locals.

May 21, 2025

Carter Electric Co Inc
231 Jean Street
Daytona Beach, FL 32114

RE: Revolving Line of Credit Verification

To Whom It May Concern,

Barwick Banking Company is the Bank for Carter Electric Co Inc and have been working with them since January 2022.

Our client established a line of credit in the amount of \$1,500,000.00. Our client has \$1,500,000.00 available on this line. Please contact me at (386) 310-8605 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Mazza". The signature is stylized with a cursive-like flow.

Vanessa Mazza
Vice President

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Individual Entity . An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity name on line 2.) Carter Electric Co., Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.): See instructions. 231 Jean Street	Requester's name and address (optional)
6 City, state, and ZIP code Daytona Beach, FL 32114		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

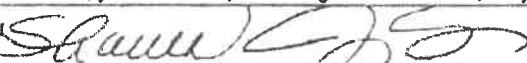
Social security number								
			-			-		
or								
Employer identification number								
5	9	-	0	8	6	2	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/09/25
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2024

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURED CARTER ELECTRIC CO., INC. 231 JEAN ST DAYTONA BEACH, FL 32114-4142		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 164

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	N	N	1915855	01/01/2025	01/01/2026	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS & COMPIOP ACC	\$2,000,000
A	AUTOMOBILE LIABILITY	N	N	1915855	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per Person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per Accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)	
A	☒ UMBRELLA LIAB ☒ OCCUR	N	N	1915860	01/01/2025	01/01/2026	EACH OCCURRENCE	\$7,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$7,000,000
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	N/A				PER STATUTE ☐ OTHER ☐	
							E.I. EACH ACCIDENT	
							E.I. DISEASE EA EMPLOYEE	
							E.I. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: CITY OF HOLLY HILL US1 UTILITY UNDERGROUND PRIMARIES CONVERSION (MASON AVE. TO WALKER ST) PHASE 3
RE: TRUMAN E. GAILEY - LICENSE#: EC0000265; MATTHEW J WITTWER - LICENSE#: EC0002058

CERTIFICATE HOLDER

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117-2807

164 0

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

Nicholas R. Lower



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Carter Electric Company, Inc.	
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 Insurance: Notes

NAMED INSURED:

- CARTER GAILEY, INC.
- CARTER ELECTRICAL MANAGEMENT COMPANY, INC.
- CARTER ELECTRIC CO., INC.

CURRENT BLANKET POLICY FORMS:

WORKERS' COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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 Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Angela Phifer PHONE (A/C, No, Ext): (386) 252-9601 E-MAIL ADDRESS: Angela.Phifer@bbrown.com FAX (A/C, No): (386) 239-5729 INSURER(S) AFFORDING COVERAGE INSURER A: FFVA Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10385
INSURED Carter Electric Company, Inc. Carter Electric Co., Inc. 231 Jean St. Daytona Beach FL 32114-4142	

COVERAGES**CERTIFICATE NUMBER:** 25-26**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC840-0023446-2025A	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS. PROJECT: CITY OF HOLLY HILL US1 UTILITY UNDERGROUND PRIMARIES CONVERSION (MASON AVE. TO WALKER ST) PHASE 3.
TRUMAN E GAILEY, JR LICENSE#EC0000265
MATTHEW J. WITTEWER LICENSE#EC0002058
DAVID A. GABEL LICENSE#EC13005876

CERTIFICATE HOLDER**CANCELLATION**

CITY OF HOLLY HILL

1065 RIDGEWOOD AVE.
DAYTONA BEACH

FL 32117-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Carter Electric Co., Inc. - Project List									
Current Projects									
Job #	Job Name	Date Open	Contract Amount	Customer Name	Job Address	Job Address City	Closed	Owner	Status
1753	FHC at LPGA & Tymber Creek	06/01/23	\$ 388,541.00	SLH Construction, LLC	2655 LPGA Blvd., Lot 5	Daytona Beach		FHCP	Active
1770	*Holly Hill School	04/01/23	\$ 355,700.00	Volusia County School Board	Replace Switchgear - Bldg 6	Holly Hill		VCSB	Active
1794	Encompass Health Rehab Hosp	08/01/23	\$ 3,738,828.00	Brasfield & Gorrie LLC	1952 N Williamson Blvd	Daytona Beach		Encompass Health Rehab Ho	Active
1812	HHMC FSED North Daytona	01/01/24	\$ 2,225,511.00	DeAngelis Diamond Const., Inc.	777 Williamson Blvd.	Daytona Beach		HHMC	Active
1822	HHMC Chem Lab Renov - Phase 1	03/01/24	\$ 123,678.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1824	HHMC Lohman Bld 2nd flr Neuro	03/01/24	\$ 1,084,627.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1831	HHMC ED X-ray Suite Renovation	03/01/24	\$ 45,196.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1847	*HHMC 7th Floor Renovations	06/01/24	\$ 997,501.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1852	FHC OC Overnight ASC Steriliza	05/01/24	\$ 230,000.00	SLH Construction, LLC	2777 Enterprise Road	Orange City			Active
1856	FHC Orng City Bld 2&3 Site Ren	05/01/24	\$ 85,819.00	SLH Construction, LLC	2777 Enterprise Road	Orange City		FHC	Active
1859	*Vol. Marine Science Center	06/01/24	\$ 318,673.81	Hedrick Brothers Construction	Education Building Addition	Ponce Inlet		State of Florida	Active
1863	Nexus - Flagler Library	08/01/24	\$ 2,240,443.14	Ajax Building Corporation	2199 Commerce Pkwy	Bunnell		County of Flagler	Active
1869	HBS-Patient Wing Upgrade	08/01/24	\$ 60,768.00	Harper Limbach	841 Jimmy Ann Drive	Daytona Beach		HHMC	Active
1874	Adv Health DB Cancer LINAC	11/01/24	\$ 132,790.44	Robins and Morton Group	224 Memorial Medical Pkwy.	Ormond Beach			Active
1875	Aquarius Condo Fire Alarm	02/01/25	\$ 68,949.00	Pye-Barker Fire & Safety	1575 Ocean Shore Blvd	Ormond Beach			Active
1877	*Palm Coast Fire Station #26	12/01/24	\$ 2,081,772.00	Wharton-Smith, Inc.	72 Airport Commerce Center Way	Palm Coast		City of Palm Coast	Active
1879	Jackie Robinson Ballpark	01/01/25	\$ 2,501,684.00	Barton Malow Company	105 E. Orange Ave.	Daytona Beach		City of Daytona Beach	Active
1881	Port Orange Lift Station #6	03/01/25	\$ 66,173.00	All State Civil Construction	East Ocean Avenue	Port Orange		City of Port Orange	Active
1884	Adv Hlth Deland Exit Lighting	01/01/25	\$ 58,779.66	Advent Health Deland	701 W. Plymouth Ave.	Deland		Advent Health	Active
1885	Holly Hill Lift Station #4	03/01/25	\$ 24,318.00	All State Civil Construction	10th Street	Holly Hill		City of Holly Hill	Active
1886	*Port Orng Utilities Field Op	03/01/25	\$ 1,833,000.00	Wharton-Smith, Inc.	4505 Clyde Morris Blvd.	Port Orange		City of Port Orange	Active
1887	*Palm Coast Fire Station #22	12/01/24	\$ 2,064,703.00	Wharton-Smith, Inc.	350 Palm Coast Parkway NW	Palm Coast		City of Palm Coast	Active
1889	Ocean Center Floor Box Replace	04/01/25	\$ 418,530.00	A.M. Weigel Construction, Inc.	101 N. Atlantic Ave.	Daytona Beach			Active
1891	US1 Undergrounding/Serv Conver	04/01/25	\$ 249,328.50	City of South Daytona	2156 - 2323 S. Ridgewood Ave.	South Daytona		City of South Daytona	Active
1893	ABC Port Orange	04/01/25	\$ 22,879.15	Equity Builders of Florida	406 Oak Place	Port Orange		St. John Family Trust	Active
1894	Shadow Lakes Office Renovation	06/01/25	\$ 17,818.00	Bomar Construction, Inc.	525 Shadow Lakes Blvd.	Ormond Beach		Nawrocki Vol Co Prop LLC	Active
1895	Friendship Elem Bld 3 /Chiller	04/01/25	\$ 421,800.00	COR3 Mechanical	2746 Fulford Street	Deltona		Vol. County School Board	Active
1896	DSC Bldg 115 - Freshens	04/01/25	\$ 72,902.09	Bomar Construction, Inc.	1200 W. Internat'l Spdwy Blvd	Daytona Beach		DSC	Active
1898	FHC Clyde Morris-Corridor Ltg	04/01/25	\$ 27,097.54	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach		Florida Healthcare Plans	Active
1899	ERAU Micaplex Wind Tunnel	04/01/25	\$ 20,961.00	Coleman-Goodemote Construction	1521 Aviation Center Pkwy	Daytona Beach		ERAU	Active
1900	Seabreeze HS- Replace OAU Bld3	04/01/25	\$ 29,800.00	COR3 Mechanical	2700 N. Oleander Ave.	Daytona Beach		Volusia County Schools	Active
1901	Discovery Elem- Chillers 1 & 2	05/01/25	\$ 23,100.00	Charles Perry Partners, Inc.	975 Abagail Drive	Deltona		Volusia County Schools	Active
1902	HHMC OR Waiting Room	08/01/25	\$ 9,650.00	Howie Snyder Construction, Inc.	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1903	Vol Emergency Op Ctr Addition	05/01/25	\$ 1,184,200.00	Culver Construction	3852 Tiger Bay Road	Daytona Beach		County of Volusia	Active
1904	444 Seabreeze Portico Lights	05/01/25	\$ 11,500.00	SLH Construction, LLC	444 Seabreeze Blvd.	Daytona Beach		Charles Wayne Properties	Active
1905	HHMC Deltona Expansion	07/01/25	\$ 2,395,997.00	Robins and Morton Group	3300 Halifax Crossings Blvd.	Deltona		HHMC	Active
1907	POPD Generator Replacement	06/01/25	\$ 377,907.45	Culver Construction	4545 S. Clyde Morris Blvd.	Port Orange		City of Port Orange	Active
1908	Paige Ave Pickleball - Phase 1	07/01/25	\$ 15,081.00	All State Civil Construction	2641 Paige Avenue	New Smyrna Beach		City of New Smyrna Beach	Active
1909	HHMC Lohman Bld Suite 420	07/01/25	\$ 12,910.00	Hedrick Brothers Construction	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Active
1911	Paige Ave Pickleball - Phase 2	07/01/25	\$ 43,795.00	City of New Smyrna Beach	2641 Paige Avenue	New Smyrna Beach		City of New Smyrna Beach	Active

1913	Hudson Well Field Expansion	08/01/25	\$ 137,510.00	Hazen Construction	Airport Road	Ormond Beach		City of Ormond Beach	Active
1916	Hammock Dunes Restrooms	08/01/25	\$ 9,360.00	SLH Construction, LLC	30 Avenue Royale - Links Club	Palm Coast		Hammock Dunes Club, Inc.	Active
1917	Battelle Research Storage Bldg	08/01/25	\$ 14,950.00	Battelle Memorial Institute	4928 Sailfish Drive	Ponce Inlet		Battelle Memorial Inst.	Active
1919	Dr. Phillips Perf Arts SBA	08/01/25	\$ 29,799.00	SBA Site	155 East Anderson Street	Orlando		Dr Phillips Center for PA	Active
Closed Projects (2020 - 2025)									
1687	Filutowski Lake Mary Renov.	10/01/21	\$ 105,561.00	J. McLauchlin & Company, Inc.	1070 Greenwood Blvd.	Lake Mary	02/14/23	Greenwood Blvd, LLC	Closed
1688	HHMC Cafe Circuit Relocation	10/01/21	\$ 6,193.98	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	01/31/22	HHMC	Closed
1689	Advent Health 11th floor	10/01/21	\$ 17,916.00	Rauland-Borg Corporation of FL	301 Memorial Medical Parkway	Daytona Beach	03/21/22	Memorial Health Systems	Closed
1690	Lowes Sign - Orange City	10/01/21	\$ 394.40	Kenco Signs	901 Saxon Blvd.	Orange City	12/09/21		Closed
1691	HHMC Twin Lakes Washer Circuit	10/01/21	\$ 3,093.48	Halifax Health Medical Center	1890 LPGa Blvd.	Daytona Beach	01/18/22	HHMC	Closed
1692	Adv Hlth Fish Chiller Replace	10/01/21	\$ 7,855.00	Brasfield & Gorrie LLC	1055 Saxon Blvd.	Orange City	02/25/22	Advent Health Systems	Closed
1693	Cupola Oceanside	10/01/21	\$ 272,574.29	Bomar Construction, Inc.	100 North Halifax Drive	Ormond Beach	07/12/24		Closed
1694	Hammock Dunes Tennis Court Lts	11/01/21	\$ 89,151.00	Hammock Dunes Club	30 Avenue Royale	Palm Coast	06/15/22	Hammock Dunes Club Inc.	Closed
1695	Lake Mary ASC	11/01/21	\$ 990,710.00	Precise Construction	835 Currency Circle	Lake Mary	06/19/23	HHRE Lake Mary LLC	Closed
1696	One Daytona Public Restroom	12/01/21	\$ 71,980.00	Coleman-Goodemote Construction	1870 Victory Circle	Daytona Beach	05/12/22	Daytona Beach Property	Closed
1697	FPL Port Orange Service Center	11/01/21	\$ 75,567.00	Spartan Contracting Corp.	3000 Spruce Creek Road	Port Orange	01/19/23	FPL	Closed
1698	Thales- Breaker AIC Change Out	11/01/21	\$ 25,829.20	Thales Avionics, Inc.	7415 Emerald Dunes Dr.	Orlando	08/26/22	Thales Avionics, Inc.	Closed
1699	First Step Shelter	11/01/21	\$ -	Poli Construction	3889 W Internat'l Speedway Bvd	Daytona Beach			Closed
1700	FHC St. Augustine	12/01/21	\$ 28,102.13	Florida Health Care	200 Southpark Blvd, Suite 208	St. Augustine	03/28/22	Florida Health Care Plans	Closed
1701	HHMC Hot Water Replace	02/01/22	\$ 9,487.00	Coastal Mechanical Services	South Machine Room	Daytona Beach	07/05/22	HHMC	Closed
1702	*Creekside MS FA Replacement	02/01/22	\$ 870,350.00	Volusia County School Board	6801 Airport Road	Port Orange	07/11/24	VCSB	Closed
1703	FHC Orange City Car Charger	02/01/22	\$ 15,850.00	Florida Health Care	2777 Enterprise Road	Orange City	07/07/22	Fla Health Care Plans	Closed
1704	*Pride Elementary - Repl Gen	02/01/22	\$ 737,950.00	Volusia County School Board	1100 Learning Lane	Deltona	03/06/24	VCSB	Closed
1705	*US1 Utility - contin. of 1404	02/01/22	\$ -	City of Holly Hill	453 LPGa Blvd.	Holly Hill	10/10/23	City of Holly Hill	Closed
1706	Orange City Ajax Trailer	03/01/22	\$ 6,375.00	Ajax Building Company, LLC	1120 Thorpe Ave.	Orange City	10/05/22	City of Orange City	Closed
1707	Granada Plaza Light Pole	03/01/22	\$ 5,982.00	SLH Construction, LLC	247 E. Granada Blvd.	Ormond Beach	05/25/22	Granada Plaza Group	Closed
1708	HHMC Lohman Bldg, Ste 40 & 50	03/01/22	\$ 13,686.00	Culver Construction	303 N. Clyde Morris Blvd.	Daytona Beach	08/08/22	HHMC	Closed
1709	HHMC AHU 9 Replacement	05/01/22	\$ 22,996.00	Coastal Mechanical Services	303 N. Clyde Morris Blvd.	Daytona Beach	03/04/24	HHMC	Closed
1710	ERAU Bldg 341 COA LED Retrofit	03/01/22	\$ 109,500.00	Embry Riddle Aeronautical Univ	1 Aerospace Boulevard	Daytona Beach	06/13/22	ERAU	Closed
1711	Opus Condo - BDA Raceway	05/01/22	\$ 24,238.00	DynaFire Inc.	2071 South Atlantic Ave.	Daytona Beach Shores	12/09/22	Opus Condo Assoc	Closed
1712	FHC Deltona	04/01/22	\$ 708,949.11	SLH Construction, LLC	1925 Providence Blvd.	Deltona	09/21/23		Closed
1713	NSB MS Parent Loop & Parking	05/01/22	\$ 54,125.00	GPS Civil Construction, Inc.	1200 S. Myrtle Ave.	New Smyrna Beach	12/05/22	VCSB	Closed
1714	Advent Health Palm Coast	07/01/22	\$ 886,000.00	Robins and Morton Group	4835 Palm Coast Parkway NW	Palm Coast	02/26/24	Advent Health	Closed
1715	ERAU Health & Wellness	04/01/22	\$ 19,770.00	Coleman-Goodemote Construction	1 Aerospace Blvd.	Daytona Beach	09/06/22	ERAU	Closed
1716	Oceanside CC Tennis Court Lts	04/01/22	\$ 17,915.00	Oceanside Country Club	75 N. Halifax Drive	Ormond Beach	06/27/22		Closed
1717	HHMC OR Lighting LED Upgrade	05/01/22	\$ 30,154.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	12/11/23	HHMC	Closed
1718	Techfit Digital Surgery	05/01/22	\$ 7,328.72	Techfit Digital Surgery	1511 Aviation Center Parkway	Daytona Beach	07/25/22	Techfit Digital Surgery	Closed
1719	Peabody Auditorium Restrooms	06/01/22	\$ 53,485.00	Poli Construction	600 Auditorium Blvd.	Daytona Beach	07/03/23	City of Daytona Beach	Closed
1720	ERAU Simulation Center	06/01/22	\$ 27,293.00	Perry-McCall Construction Inc.	1 Aerospace Blvd.	Daytona Beach	06/20/22	ERAU	Closed
1721	Filutowski Add'l Renovations	06/01/22	\$ 83,342.00	J. McLauchlin & Company, Inc.	1070 Greenwood Blvd.	Lake Mary	06/16/22	JOB CANCELLED	Closed
1722	Brown & Brown F Fixture Replac	09/01/22	\$ 34,255.00	Ecosense	300 N. Beach Street	Daytona Beach	12/12/22		Closed
1723	ERAU Fire Pump	06/01/22	\$ 58,089.00	Embry Riddle Aeronautical Univ	Bldg 1500	Daytona Beach	01/09/24	ERAU	Closed

1724	HHMC 1928 Bldg 2nd Floor	07/01/22	\$ 4,350.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	09/19/22	HHMC	Closed
1725	Parkview Baptist Church	08/01/22	\$ 16,500.00	5 Words Media	5435 Belle Terre Parkway	Palm Coast	10/12/22	Palm Coast Bap Church Inc	Closed
1726	ERAU - One Sky	08/01/22	\$ 224,890.00	Coleman-Goodemote Construction	1511 Aviation Center Pkwy.	Daytona Beach	03/31/23	ERAU	Closed
1727	Advent Health Daytona MOB	09/01/22	\$ 3,408,184.00	Brasfield & Gorrie LLC	103 Memorial Medical Pkwy.	Daytona Beach	08/30/24		Closed
1728	MBA Business Center, Bldg A	09/01/22	\$ 13,514.00	M.L. Underwood Construction	1439 North US 1	Ormond Beach	01/05/23	LLB Investment Properties	Closed
1729	FHC OC Garage	01/01/23	\$ 26,457.21	SLH Construction, LLC	2777 Enterprise Road	Orange City	09/21/23	FHCP	Closed
1730	Wilsher Residence	08/01/22	\$ 3,050.00	Wilsher Residence	78 McAlister Drive	Ormond Beach	09/14/22	RG & Genevieve Wilsher	Closed
1732	Family Hlth Source Womens Ctr	09/01/22	\$ 28,447.00	PDL Construction Inc.	1200 South Deltona Blvd.	Deltona	06/02/23		Closed
1733	*Seabreeze HS Intercom Replace	09/01/22	\$ 300,235.00	Volusia County School Board	2700 N. Oleander Ave.	Daytona Beach	01/17/24		Closed
1734	OCC East Courts Lighting	08/31/22	\$ 20,924.00	Oceanside Country Club	75 N. Halifax Drive	Ormond Beach	12/28/22	OCC	Closed
1735	HHMC Nurse Call Replacement	01/01/23	\$ 50,236.00	Rauland-Borg Corporation of FL	303 N. Clyde Morris Blvd.	Daytona Beach	01/19/24	HHMC	Closed
1736	HHMC Twin Lakes Boiler	09/01/22	\$ 4,585.00	Halifax Health Medical Center	1890 LPGA Blvd. Suite 200	Daytona Beach	12/02/22	HHMC	Closed
1737	United Way Tenant Buildout	09/01/22	\$ 45,830.00	A.M. Weigel Construction, Inc.	1530 Cornerstone Blvd.	Daytona Beach	12/22/22		Closed
1738	UHON Pyramid Hotel Chiller Rep	09/01/22	\$ 4,025.00	General Mechanical Corp	Shores Resort & Spa	Daytona Beach Shores	04/24/23	UHON Daytona Shores Resor	Closed
1739	HHMC PO MRI Equipment Upgrade	09/01/22	\$ 138,001.00	H. W. Davis	1041 Dunlawton Ave.	Port Orange	03/27/23	HHMC	Closed
1740	HHMC Deltona Emergency Power	11/01/22	\$ 290,746.00	Halifax Health Medical Center	3300 Halifax Crossings Blvd.	Deltona	02/22/24	HHMC	Closed
1742	HHMC Liebert Unit Replacement	09/01/22	\$ 49,855.00	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	08/12/24	HHMC	Closed
1743	HHMC CVOR#3 Equip Replace	10/01/22	\$ 168,780.00	Rush Construction, Inc.	303 N. Clyde Morris Blvd.	Daytona Beach	09/22/23	HHMC	Closed
1746	FHC Palm Coast Site Pole Repla	10/01/22	\$ 24,250.00	Florida Health Care	309 Palm Coast Parkway NE	Palm Coast	03/15/23	Fla Health Care Plans	Closed
1747	Peck Plaza Unit 18SE Trim Out	02/01/23	\$ 5,000.00	Peck & Associates Construction	2625 S. Atlantic Ave.	Daytona Beach Shores	09/20/23	Edwin Peck	Closed
1748	HHMC 150KVA Transformer Replac	12/01/22	\$ 12,785.89	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	05/08/23	HHMC	Closed
1749	HHMC Lab & Vista Analyzer	01/01/23	\$ 4,322.33	Halifax Health Medical Center	1041 Dunlawton Ave.	Port Orange	03/14/23	HHMC	Closed
1750	HHMC Site Lighting Circuit Rep	02/01/23	\$ 14,560.56	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	07/13/23		Closed
1751	ERAU Willie Miller LED Retro	12/01/22	\$ 48,150.00	Embry Riddle Aeronautical Univ	1 Aerospace Blvd.	Daytona Beach	02/28/23	ERAU	Closed
1752	FHC - 44 & Oliver Drive	01/01/23	\$ 593,984.00	SLH Construction, LLC	SR 44 and Oliver Drive	New Smyrna Beach		Florida Health Care Plans	Closed
1754	Mainland HS Chiller Upgrade	03/01/23	\$ 27,477.95	COR3 Mechanical	1255 W. Internat'l Speedway Bv	Daytona Beach	10/16/23	Volusia County Schools	Closed
1756	HHMC Port Orange UPS Reconnect	01/01/23	\$ 5,398.84	Halifax Health Medical Center	1041 Dunlawton Ave.	Port Orange	04/17/23	HHMC	Closed
1757	HHMC AHU-D Replacement	03/01/23	\$ 26,691.00	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	01/22/24	HHMC	Closed
1758	HHMC Pt Orange Helipad Lights	02/01/23	\$ 17,928.92	Halifax Health Medical Center	1041 Dunlawton Ave.	Port Orange	01/08/24	HHMC	Closed
1759	VC Sheriff's Op Ctr Restroom	02/01/23	\$ 16,745.00	Poli Construction	1330 Indian Lake Road	Daytona Beach	11/27/23		Closed
1760	HHMC Data Room Outlets	03/01/23	\$ 5,511.02	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	05/15/23	HHMC	Closed
1761	DSC Deland Campus	02/01/23	\$ 3,975.00	Tietjen Technologies	1155 CR 4139	Deland	03/28/23	Board of Trustee DBCC	Closed
1762	FHC Orange City Generator ATS	02/01/23	\$ 17,500.00	SLH Construction, LLC	2777 Enterprise Rd.	Orange City	09/21/23	NAC Health Plan Inc.	Closed
1763	FHC Orange City Lift Sta ATS	02/01/23	\$ 9,800.00	SLH Construction, LLC	2777 Enterprise Rd.	Orange City	05/19/23	NAC Health Plan Inc.	Closed
1764	HHMC Air Compressor Upgrade	03/01/23	\$ 1,658.09	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	05/22/23	HHMC	Closed
1765	VIP Edgewater	03/01/23	\$ 40,924.00	BCI Integrated Solutions	2102 S. Ridgewood Ave.	Edgewater	09/06/23	Down Town Edgewater plaza	Closed
1766	*East ISB Secondary Power Conv	03/01/23	\$ 149,684.00	City of Daytona Beach	ISB from Halifax to Atlantic	Daytona Beach	01/29/24	City of Daytona Beach	Closed
1767	Dr. Phillips - Judson's Room	03/01/23	\$ 476,000.00	Brasfield & Gorrie LLC	445 South Magnolia Avenue	Orlando	09/20/24	City of Orlando	Closed
1768	FHC Orange City Vestibule Bld3	03/01/23	\$ 15,241.02	SLH Construction, LLC	2777 Enterprise Rd.	Orange City	12/21/23		Closed
1769	VIP Orlando	03/01/23	\$ 69,435.00	BCI Integrated Solutions	3162 S. Conway Rd.	Orlando	09/29/23		Closed
1771	Ocean Center FPL Vault Roof	03/01/23	\$ 15,424.00	Poli Construction	101 N. Atlantic Ave.	Daytona Beach Shores	10/30/23		Closed
1772	HHMC PO Linear Accelerator	04/01/23	\$ 377,239.84	H. W. Davis	1185 Dunlawton Ave.	Port Orange	09/06/24	HHMC	Closed
1773	VIP Vero Beach	03/01/23	\$ 90,762.00	BCI Integrated Solutions	2032 US Highway 1	Vero Beach	01/08/24		Closed
1774	HHMC Bill France Office	05/01/23	\$ 98,645.00	Halifax Health Medical Center	325 Bill France Blvd.	Daytona Beach	07/31/23	HHMC	Closed

1775	Daytona Playhouse - Phase II	04/01/23	\$ 138,225.00	Peck & Associates Construction	100 Jessamine Blvd.	Daytona Beach	08/09/24		Closed
1777	VIP - Sebastian	04/01/23	\$ 109,107.00	BCI Integrated Solutions	727 Sebastian Blvd.	Sebastian	12/28/23	Florida Medical Assoc.	Closed
1778	Ormond Beach Performing Arts	04/01/23	\$ 225,630.00	Bomar Construction, Inc.	399 US 1	Ormond Beach	02/29/24		Closed
1779	FHC Temp Pharmacy	08/28/23	\$ 62,492.20	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	05/23/24		Closed
1780	HHMC Cafe Expansion	05/01/23	\$ 8,933.77	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	08/14/23	HHMC	Closed
1781	P & S Paving Concrete Plant	05/01/23	\$ 145,957.00	P & S Paving	3701 Olson Drive	Daytona Beach	01/24/24		Closed
1782	Deltona HS Structural Repairs	06/01/23	\$ 1,317.00	A.M. Weigel Construction, Inc.	100 Wolf Pack Run	Deltona	09/25/23	VCSB	Closed
1784	HHMC 325 Bill France Gym	07/01/23	\$ 8,553.27	Allen Green Construction Co.	325 Bill France Blvd.	Daytona Beach	12/06/23	HHMC	Closed
1785	FHC Orng City Generators 1,2,3	07/01/23	\$ 268,275.00	SLH Construction, LLC	2777 Enterprise Road	Orange City	07/19/24	Fla Health Care Plans	Closed
1786	FHC Orange City Generator #2	07/01/23	\$ -	SLH Construction, LLC	2777 Enterprise Road	Orange City		Fla Health Care Plans	Closed
1787	FHC Orange City Generator #3	07/01/23	\$ -	SLH Construction, LLC	2777 Enterprise Road	Orange City		Fla Health Care Plans	Closed
1788	Hammock Dunes Club Restroom	08/01/23	\$ 10,875.00	SLH Construction, LLC	30 Avenue Royal	Palm Coast	10/20/23		Closed
1789	Eagles Watch	08/01/23	\$ 39,869.00	Advanced Generators	1725 5th Street	Daytona Beach			Closed
1790	Landmark Condo	08/01/23	\$ 12,645.00	Advanced Generators	404 S. Beach Street	Daytona Beach			Closed
1791	Dr. Phillips Prep Kitchen	08/01/23	\$ 16,008.00	Dr. Phillips Center	445 S. Magnolia Ave.	Orlando	02/07/24	Dr. Phillips	Closed
1792	Twin Lakes Imaging Center	08/01/23	\$ 50,345.58	Twin Lakes Imaging Center	1890 PGA Blvd.	Daytona Beach	04/08/24		Closed
1793	Dr. Phillips 3rd Floor	08/01/23	\$ 330,441.37	Brasfield & Gorrie LLC	445 S. Magnolia Ave.	Orlando	09/18/24		Closed
1795	FCSO Green Room	08/01/23	\$ 3,525.78	Flagler County	61 Sheriff EW Johnston Drive	Bunnell	01/22/24	Flagler County	Closed
1797	Max Beach Conversion	09/01/23	\$ 13,281.54	Peck & Associates Construction	1906 S. Atlantic Ave.	Daytona Beach Shores	03/18/24		Closed
1798	Dr. Phillips DAS	10/01/23	\$ 8,315.00	Mann Wireless, Ltd.	445 S. Magnolia Ave.	Orlando	02/20/24		Closed
1799	HHMC France Twr Entrance Power	10/01/23	\$ -	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Closed
1801	Horizon Bldg ATS Replacement	10/01/23	\$ 55,000.00	C.M. Freeman Co.	7255 Baymeadows Way	Jacksonville			Closed
1803	444 Seabreeze Parking Lot	10/01/23	\$ 49,400.00	SLH Construction, LLC	444 Seabreeze Blvd.	Daytona Beach	07/19/24	Charles Wayne Properties	Closed
1804	St Mary's Church AC Renovation	10/01/23	\$ 35,300.00	Flair, Inc.	216 Orange Ave.	Daytona Beach	07/01/24		Closed
1825	HHMC 1928 Bldg 1st Floor Lobby	03/01/24	\$ 2,181.10	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	09/09/24	HHMC	Closed
1832	FHC Daytona Pharmacy	03/01/24	\$ 24,640.24	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	07/19/24	SLH Construction	Closed
1850	Exalt Health IRF Hospital	09/01/24	\$ 3,550,391.00	Freese Johnson Construction	770 N. Clyde Morris Blvd.	Daytona Beach			Closed
1861	HHMC OR Office Lighting	06/01/24	\$ 4,679.76	Halifax Health Medical Center	3rd Floor Fountain Building	Daytona Beach		HHMC	Closed
1862	Dayt. State College Bookstore	06/01/24	\$ 6,011.15	Ajax Building Corporation	2351 Providence Blvd.	Deltona	01/13/25		Closed
1870	HHMC Port Orange Booster Pump	08/01/24	\$ 3,731.05	Harper Limbach	1185 Dunlawton Ave.	Port Orange		HHMC	Closed
1731	DSC Deltona, Bldg 2	09/01/22	\$ 1,669,629.15	Ajax Building Corporation	2351 Providence Blvd.	Deltona	11/21/24		Inactive
1741	HHMC Autocall Fire Alarm	11/01/22	\$ 324,297.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach		HHMC	Inactive
1744	HHMC France Tower 8th floor	10/01/22	\$ 1,908,339.00	Robins and Morton Group	303 N. Clyde Morris Blvd	Daytona Beach	07/09/24	HHMC	Inactive
1745	FHC 740 Dunlawton PO	10/01/22	\$ 212,126.92	SLH Construction, LLC	740 Dunlawton Ave.	Port Orange	03/19/25	Fla Health Care Plans	Inactive
1755	Hudson Furniture Renovation	01/01/23	\$ 466,060.00	McCree General Contractors Inc	10401 W. Colonial Drive	Ocoee	04/29/25	Hudson's Furn Showroom	Inactive
1776	Daytona Orthopedics	04/01/23	\$ 1,279,621.00	Erdman Company	1865 PGA Blvd.	Daytona Beach	08/16/24	GDM&S Properties LLC	Inactive
1783	Vol Co Correct Fac Dormitory	06/01/23	\$ 569,731.18	A.M. Weigel Construction, Inc.	1354 Indian Lake Road	Daytona Beach	02/12/25	County of Volusia	Inactive
1796	Daytona Beach Vascular ASC	10/01/23	\$ 760,168.00	Bay Area Building Solutions	1873 N. Clyde Morris Blvd.	Daytona Beach	01/15/25	DB Vascular Access, LLC	Inactive
1800	HHMC 1st Floor IR	10/01/23	\$ 1,363,553.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	07/03/25	HHMC	Inactive
1802	Devon Self Storage	10/01/23	\$ 84,118.40	RAM General Contracting	1340 Ridgewood Ave.	Holly Hill	04/14/25	Holly Hill QOZ Self Stor	Inactive
1805	ERAU COB LED Lighting Retrofit	11/01/23	\$ 158,613.00	Embry Riddle Aeronautical Univ	1 Aerospace Blvd.	Daytona Beach	02/05/24	ERAU	Inactive
1806	HHMC NICU Waiting Area	11/01/23	\$ 6,913.52	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	06/20/24	HHMC	Inactive
1807	Moser Residence Dock Electric	11/01/23	\$ 7,805.39	Len Moser	1260 John Anderson Dr.	Daytona Beach	02/05/24	Len Moser	Inactive
1808	HHMC Port Orange 5th flr circ	11/01/23	\$ 12,665.00	Rush Construction, Inc.	1041 Dunlawton Ave.	Port Orange	03/25/24	HHMC	Inactive

1809	Advent Hlth Fish Mem Cath Lab	01/01/24	\$ 157,253.00	Robins and Morton Group	1055 Saxon Blvd.	Orange City	08/04/25		Inactive
1810	FHC Melbourne	01/01/24	\$ 209,847.00	Loyd Contracting Company, Inc.	2222 Sarno Road	Melbourne	01/15/25	Rev Partners LLC	Inactive
1811	Orange City Utility Plant	12/01/23	\$ 197,348.00	Culver Construction	426 South Volusia Ave.	Orange City	01/16/25		Inactive
1813	HHMC FSED Port Orange	01/01/24	\$ 1,223,224.00	DeAngelis Diamond Const., Inc.	6225 South Williamson Blvd.	Port Orange	06/27/25	HHMC	Inactive
1814	325 Bill France Furniture	01/01/24	\$ 32,255.11	Halifax Health Medical Center	325 Bill France Blvd.	Daytona Beach	05/28/24	HHMC	Inactive
1815	HHMC 1928 Building	01/01/24	\$ 209,442.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	03/19/25	HHMC	Inactive
1816	FHC - 2361 Mason Avenue	02/01/24	\$ 144,713.55	SLH Construction, LLC	2361 Mason Avenue	Daytona Beach	11/22/24	FHCP	Inactive
1817	Magnolia Gardens	02/01/24	\$ 12,772.41	Magnolia Gardens	1031 4th Street	Daytona Beach	04/12/24		Inactive
1818	Brown & Brown Hallway Lighting	03/01/24	\$ 5,134.13	Brown & Brown Insurance Co.	300 North Beach Street	Daytona Beach	06/18/24		Inactive
1819	FHC Orange City Dental	03/01/24	\$ 1,692.38	SLH Construction, LLC	2777 Enterprise Rd	Orange City	06/24/24		Inactive
1820	Marshall Optical	03/01/24	\$ 131,035.64	Marshall Optical	9 Sunshine Blvd., Bldg. A	Ormond Beach	08/01/24		Inactive
1821	HHMC South CEP 100hp CWP	03/01/24	\$ 8,250.87	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	06/03/24	HHMC	Inactive
1823	HHMC CT1 Renovations	03/01/24	\$ 134,182.00	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	03/17/25	HHMC	Inactive
1826	Orange City Poker Room	03/01/24	\$ 227,900.00	Portiere Services	822-4 Saxon Blvd.	Orange City	12/23/24		Inactive
1827	HHMC Site Fixture Replacement	03/01/24	\$ 28,820.40	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	08/07/24	HHMC	Inactive
1828	Spruce Creek HS-Replace 7 RTUs	03/01/24	\$ 130,000.00	COR3 Mechanical	801 Taylor Road	Port Orange	05/12/25	Volusia Co School Board	Inactive
1829	Mainland HS Chiller Upgrade	03/01/24	\$ 174,280.00	COR3 Mechanical	1255 W. Internat'l Spdwy Blvd.	Daytona Beach	06/04/25	Volusia Co School Board	Inactive
1830	Flagler Co Sheriff Exhaust Fan	03/01/24	\$ 5,184.11	Ajax Building Corporation	1769 E. Moody Blvd.	Bunnell	05/20/24	Flagler County	Inactive
1833	HHMC Lohman Bld Hyperbar Chamb	03/01/24	\$ 78,083.62	Robins and Morton Group	303 N. Clyde Morris Blvd.	Daytona Beach	03/10/25	HHMC	Inactive
1834	Rayhaven Group Work Stations	03/01/24	\$ 15,055.00	Rayhaven Group	955 Charles Street, Unit 109	Longwood	05/03/24		Inactive
1835	MOAS Planetarium Lobby Renov	03/01/24	\$ 20,950.00	Museum of Arts & Sciences	352 S. Nova Road	Daytona Beach	09/16/24		Inactive
1836	Adv Health Fish Emerg Por Coc	03/01/24	\$ 14,900.00	AdventHealth FISH (Bus. Unit)	1055 Saxon Blvd.	Orange City	09/12/24	Advent Health	Inactive
1837	Devon Self Storage Build Out	03/01/24	\$ 985,020.00	RAM General Contracting	1340 Ridgewood Ave.	Holly Hill	04/14/25		Inactive
1838	Deltona High School - Bldg 12	06/01/24	\$ 7,447.06	A.M. Weigel Construction, Inc.	100 Wolf Pack Run	Deltona	08/12/24	Volusia Co School Board	Inactive
1839	Happy Company Surf & Coffee	04/01/24	\$ 30,463.00	PDL Construction Inc.	1210 Ocean Shore Blvd.	Ormond Beach	12/02/24		Inactive
1840	HHMC Deltona Waiting Room	04/01/24	\$ 7,792.29	Rush Construction, Inc.	3300 E. Halifax Crossing Blvd.	Deltona	08/19/24	HHMC	Inactive
1841	Adv Health Fish Outpat Por Coc	04/01/24	\$ 19,900.00	AdventHealth FISH (Bus. Unit)	1055 Saxon Blvd.	Orange City	10/22/24	Advent Health	Inactive
1842	Port Ornge Police Station HVAC	05/01/24	\$ 46,538.00	Culver Construction	4545 S. Clyde Morris Blvd.	Port Orange	06/10/25	City of Port Orange	Inactive
1843	AH Daytona Demand Meter	05/01/24	\$ 15,961.00	M & O Daytona MOB 1 LLC	103 Memorial Medical Pkwy.	Daytona Beach	04/14/25		Inactive
1844	FHC Daytona Infusion	05/01/24	\$ 26,040.43	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	10/21/24		Inactive
1845	FHC Daytona Waiting Room	05/01/24	\$ 34,173.97	SLH Construction, LLC	350 N. Clyde Morris Blvd.	Daytona Beach	03/19/25		Inactive
1846	ISB Beach Access	05/01/24	\$ 168,385.00	Culver Construction	International Speedway Blvd.	Daytona Beach	05/16/25	City of Daytona Beach	Inactive
1849	Brown & Brown 2nd-4th flr Reno	05/01/24	\$ 85,785.00	Bomar Construction, Inc.	300 N. Beach Street	Daytona Beach	10/18/24		Inactive
1851	AH NSB Cancer Infusion Center	05/01/24	\$ 6,697.00	Robins and Morton Group	401 Palmetto Street	New Smyrna Beach	11/05/24	SE Volusia Hospital Dist	Inactive
1853	Ormond Bch Perform Arts Redo	05/01/24	\$ 181,187.00	Bomar Construction, Inc.	399 US 1	Ormond Beach	12/19/24		Inactive
1854	Brown's Museum Docking Station	05/01/24	\$ 12,195.45	Museum of Arts & Sciences	352 S. Nova Road	Daytona Beach	08/26/24	Museum of Arts & Sciences	Inactive
1855	HHMC Chiller Feed Fire Damage	05/01/24	\$ 108,605.00	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	08/30/24	HHMC	Inactive
1857	Radiology Associates Port Orng	05/01/24	\$ 16,781.86	East Cent Fla Outpatient Imag	1195 Dunlawton Ave.	Port Orange	07/22/24	Radiology Associates PO	Inactive
1858	Advent Health Chick Fil A	06/01/24	\$ 199,831.05	W.H. Bass, Inc.	550 E. Rollins Street	Orlando	04/01/25	Adventist Health System	Inactive
1860	DSC Tennis Court Lighting	06/01/24	\$ 12,300.00	Daytona State College	1200 W. Internat'l Spdwy Blvd	Daytona Beach	02/13/25		Inactive
1864	Spark by Hilton Fire Pump	07/01/24	\$ 11,380.00	Hilton	205 S. Atlantic Ave.	Ormond Beach	11/12/24		Inactive
1865	HHMC Bldg 201 Cooling Tower	07/01/24	\$ 26,937.00	Harper Limbach	303 N. Clyde Morris Blvd.	Daytona Beach	04/21/25	HHMC	Inactive
1866	Destination Daytona	07/01/24	\$ 46,468.35	MOI Daytona Prop 2 LLC	270 Destination Daytona Lane	Ormond Beach	12/13/24	MOI Daytona Prop 2 LLC	Inactive
1867	Atlantic Coast Prof Ctr	07/01/24	\$ 18,900.00	Catalin Bratu	Suite 309	Port Orange	05/29/25	Atlantic Coast LLC	Inactive

1868	Hammock Dunes Lighting	08/01/24	\$ 135,774.00	Hammock Dunes Club	30 Avenue Royale	Palm Coast	12/19/24		Inactive
1871	DSC Lots B & C Lighting	08/01/24	\$ 18,705.00	Daytona State College	1200 W. Internat'l Spdwy Blvd	Daytona Beach	12/12/24	Daytona State College	Inactive
1872	Filutowski Pole Replacement	09/01/24	\$ 21,300.00	Filutowski Eye Inst. - Daytona	110 Yorktowne Drive	Daytona Beach	01/23/25	Yorktowne Drive LLC	Inactive
1873	HHMC Dispatch to Critical Pwr	11/01/24	\$ 11,165.60	Halifax Health Medical Center	303 N. Clyde Morris Blvd.	Daytona Beach	03/10/25	HHMC	Inactive
1876	Atlantic Coast Prof Ctr	11/01/24	\$ 21,405.00	Advent Health	Suite 210	Port Orange	03/25/25	Atlantic Coast LLC	Inactive
1878	Encompass Rooftop Raceway Syst	12/01/24	\$ 11,156.96	Coastal Mechanical Services	1952 N. Williamson Blvd.	Daytona Beach	03/17/25	Encompass Health Rehab Ho	Inactive
1880	OCC West Tennis Court Conduit	12/01/24	\$ 4,400.00	Oceanside Country Club	75 N. Halifax Drive	Ormond Beach	02/04/25		Inactive
1882	Towers 14	12/01/24	\$ 45,590.00	Dimucci Towers 14	3797 S. Atlantic Ave.	Daytona Beach Shores	08/25/25		Inactive
1883	Port Orange MRI Lighting	01/01/25	\$ 17,581.00	East Cent Fla Outpatient Imag	1195 Dunlawton Ave.	Port Orange	06/25/25	Radiology Associates	Inactive
1890	Dolphin Cove Street Lighting	03/01/25	\$ 26,128.00	Dolphin Cove Condo Assoc., Inc	Quay Assisi Court	New Smyrna Beach	05/22/25	Dolphin Cove Condo Assoc.	Inactive
1892	St. Augustine MRI Lighting	04/01/25	\$ 19,900.00	East Cent Fla Outpatient Imag	190 Southpark Blvd., Suite 101	St. Augustine	07/23/25	East Central Fla Imaging	Inactive
1897	Destination Daytona	04/01/25	\$ 28,270.00	MOI Daytona Prop 2 LLC	1637 N. US Hwy. 1	Ormond Beach	07/24/25	MOI Daytona Prop 2 LLC	Inactive



September 16, 2025

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

Email: sjuengst@hollyhillfl.org
Hard Copy Mailed Only on Request

**RE: US1 UNDERGROUNDING – ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01**

Dear Mr. Juengst,

The City received one (1) bid on the above-mentioned project on September 15, 2025, from Carter Electric Co., Inc. (Carter) of Daytona Beach totaling \$597,993.50. See attached bid tabulation. Carter's bid is less than our estimated construction cost and is in line with other recent electrical service conversion bids in the area.

We have reviewed Carter's bid documents and found them accurate and complete, except for the submission of Section 00 08 00A form. As that form is only an acknowledgement of the City's insurance requirements and Carter will have to provide proof of such insurance prior to the contract execution, we suggest the City consider this a minor irregularity.

Carter's State Contractor's license is in good standing with no active complaints. The City and our firm have experience with Carter on past successful projects of similar scope and scale, including the previous two phases of the City's US1 Undergrounding projects. Therefore, we recommend that the City award this bid to Carter Electric Co., Inc. in the amount of \$597,993.50.

Do not hesitate to contact the office if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. King".

David King, PE
Vice President

DAK:bf

Attachment: Bid Tabulation

cc: Josef Grusauskas – City of Holly Hill

CITY OF HOLLY HILL
US1 UNDERGROUNDING
ELECTRICAL SERVICE CONVERSIONS
ITB NO. 26ST01
BID TABULATION

				CARTER ELECTRIC CO., INC. Daytona Beach, FL	
Item	Description	Qty.	Unit	Unit Cost	Cost
A	Electrical Service Conversions				
1	1331 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 8,327.00	\$ 8,327.00
2	1335 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 7,181.00	\$ 7,181.00
3	1341 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 13,725.00	\$ 13,725.00
4	1349 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 11,995.00	\$ 11,995.00
5	1369 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 14,375.00	\$ 14,375.00
6	1400 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 18,850.00	\$ 18,850.00
7	1410 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 8,457.00	\$ 8,457.00
8	1415 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 15,627.00	\$ 15,627.00
9	1422 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 9,741.00	\$ 9,741.00
10	1424 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 8,139.00	\$ 8,139.00
11	1500 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 24,108.00	\$ 24,108.00
12	1510 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	1	LS	\$ 23,615.00	\$ 23,615.00
13	1515 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 34,240.00	\$ 34,240.00
14	1518 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 7,877.00	\$ 7,877.00
15	1533 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 5,846.00	\$ 5,846.00
16	1543 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 20,074.00	\$ 20,074.00
17	Flomich Traffic Signal	1	LS	\$ 5,828.00	\$ 5,828.00
18	1630 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 13,441.00	\$ 13,441.00
19	1660 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 7,158.00	\$ 7,158.00
20	1660 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 15,825.00	\$ 15,825.00
21	1668/1670 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 30,221.00	\$ 30,221.00
22	1674 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 35,994.00	\$ 35,994.00
23	1678 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 24,886.00	\$ 24,886.00
24	1680 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 17,018.00	\$ 17,018.00
25	1684 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 11,809.00	\$ 11,809.00
26	1688 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 9,431.00	\$ 9,431.00
27	1688 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 12,072.00	\$ 12,072.00
28	1688 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 10,248.00	\$ 10,248.00
29	1700 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 18,578.00	\$ 18,578.00
30	1701 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	1	LS	\$ 10,869.00	\$ 10,869.00
31	1722 Ridgewood Ave., Holly Hill, FL 32117 (Bus Stop)	1	LS	\$ 18,381.00	\$ 18,381.00
32	1808 Ridgewood Ave., Holly Hill, FL 32117	1	LS	\$ 15,427.00	\$ 15,427.00
33	Calle Grande Traffic Signal	1	LS	\$ 5,332.00	\$ 5,332.00
34	1850 Ridgewood Ave., Holly Hill, FL 32117	1	LS	NWR	
	315 El Pino not on bid form but shown on drawing	1	LS	\$ 18,010.00	\$ 18,010.00
	1721 Ridgewood not on the drawing or bid form	1	LS	\$ 13,847.00	\$ 13,847.00
B	Additional/Deleted Work				
1	2" Sch 40 Conduit	200	LF	\$ 31.52	\$ 6,304.00
2	3" Sch 40 Conduit	200	LF	\$ 35.76	\$ 7,152.00
3	4" Sch 40 Conduit	200	LF	\$ 41.46	\$ 8,292.00
4	6" Thick Concrete Repair	200	SF	\$ 14.01	\$ 2,802.00
5	4" Thick Concrete Repair	200	SF	\$ 8.76	\$ 1,752.00
6	Asphalt Pavement Repair	200	SF	\$ 11.68	\$ 2,336.00
7	Sodded Area Repair	200	SF	\$ 1.46	\$ 292.00
C	Miscellaneous				
1	Soil and Erosion Control	1	LS	\$ 10,346.00	\$ 10,346.00
2	Rock Excavation	50	CY	\$ 40.87	\$ 2,043.50
3	Bulk Concrete	50	CY	\$ 78.91	\$ 3,945.50
4	Unsuitable Material Excavation	50	CY	\$ 41.23	\$ 2,061.50
5	Preconstruction Video	1	LS	\$ 2,500.00	\$ 2,500.00
7	Traffic Control	1	LS	\$ 12,265.00	\$ 12,265.00
8	Layout/As-builts	1	LS	\$ 9,350.00	\$ 9,350.00
TOTAL					\$ 597,993.50

DISCUSSION:

On April 22, 2025, the City Commission awarded a contract for the proofing of underground conduit to Advanced Cabling Solutions, Inc. as part of the overhead to underground utility conversion project. With the proofing of the conduit completed, the relocation and undergrounding of Intelligent Transport System (ITS) facilities for phase 3 of the undergrounding project between Walker Street and the north city limits is needed. ITS provides for communications between traffic control systems.

In order to ensure a competitive cost and a reputable contractor, staff recommend that the City piggyback a Florida Department of Transportation (FDOT) contract with Advanced Cabling Solutions, Inc., (ACS) to provide this work. FDOT agreement BEG78 with ACS is attached as “Exhibit A”.

The city solicited a proposal from ACS to complete the relocation and undergrounding of ITS from Walker Street to the north city limits. The itemized cost in the proposal is consistent with FDOT agreement BEG78. The cost of the proposal is \$266,813.79 and is included as “Exhibit B”.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities’ Contracts.

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

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

Section 2.39 of the City’s Purchasing Policy is included under “Exhibit C”.

FISCAL ANALYSIS:

\$990,000 has been allocated in the fiscal year 2025-2026 budget under general ledger account 139-8110-580-6300 for the construction of the Overhead to Underground Conversion project with \$170,000 anticipated to be used for the electrical service conversions. An additional \$110,000 was adopted in general ledger account 139-8110-580-6300 to allow for market fluctuations and contingencies. Accordingly, there are adequate funds budgeted for the ITS relocation portion of the overhead to underground conversion project phase 3.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of FDOT Contract # BEG78 with Advanced Cabling Systems, award the agreement to relocate ITS facilities at a cost of \$266,813.79 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

THAT THE CITY COMMISSION APPROVE THE PIGGYBACK OF FDOT CONTRACT # BEG78 WITH ADVANCED CABLING SYSTEMS, AWARD THE AGREEMENT TO RELOCATE ITS FACILITIES AT A COST OF \$266,813.79 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-85 - Overhead to Underground Phase 3 ITS Relocation

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - FDOT Agreement BEG78
2. Exhibit B - ACS Proposal
3. Exhibit C - Purchasing Policy 2.39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT AGREEMENT #BEG78 WITH ADVANCED CABLING SOLUTIONS, INC., AT A COST OF \$266,813.79 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the relocation of ITS facilities is required for the undergrounding of traffic control systems; and

WHEREAS, Advanced Cabling Solutions, Inc., has an active agreement with the Florida Department of Transportation that the city may piggyback for ITS relocation services; and

WHEREAS, city purchasing policy 2.39 allows for the piggybacking of other governmental contracts; and

WHEREAS, adequate funds are allocated for this work as part of the adopted fiscal year 2025-2026 budget.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of Florida Department of Transportation agreement BEG78 and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill award Advanced Cabling Solutions with an agreement to relocate ITS facilities at a cost of \$266,813.79 and authorize the City Manager to execute the same.

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT375-040-19
PROCUREMENT
OGC – 10/23
Page 1 of 10

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

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

1. SERVICES AND PERFORMANCE

- A. In connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

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

2. TERM

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

- ☒ Services shall commence upon receipt of an executed Task Work Order and shall be completed by end date identified on the Task Work Order or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

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

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

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any

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

- K For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:
- (1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.
 - (2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- ☐ No general liability insurance is required.
- ☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- ☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

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

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

☒ No Bond is required.

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

E. CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

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

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendorlist.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
- ☒ The following provision is not applicable to this Agreement:
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
- ☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:
- RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:
- PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459
- ☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to

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

3. shall adhere to requirements in section 448.095, Florida Statutes.
- K Time is of the essence as to each and every obligation under this Agreement.
- L The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Bid Price Proposal
Appendix I
PUR 1000 and 1001
- M Other Provisions:

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

Advanced Cabling Solutions, Inc.

Name of Vendor

DocuSigned by:
BY: R. David Muniz
Authorized Signature

R. David Muniz

(Print/Type)

Title: Secretary/Treasurer

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

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

Charles M. Heffinger, Jr., P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
Michelle Sloan
Procurement Office

LEGAL REVIEW

DocuSigned by:
Ryan Muller
A5148259631D422...

ITS MAINTENANCE SCOPE OF SERVICES
District 5

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



CONTRACT NUMBER: BEG78
District-Wide Intelligent Transportation Systems (ITS)
Maintenance Services for District Five

RFP-DOT-24-5004-ITS

FINANCIAL PROJECT ID: 245316-1-72-19

Exhibit “A”
Scope of Services

ITS MAINTENANCE SCOPE OF SERVICES

District 5

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1 OBJECTIVE

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

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

ITS MAINTENANCE SCOPE OF SERVICES

District 5

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

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

1.1 Item Additions and Deletions

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

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

2 KEY TO ACRONYMS AND ABBREVIATIONS

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

ITS MAINTENANCE SCOPE OF SERVICES

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OSHA – Occupational Safety and Health Administration

OTDR – Optical Time Domain Reflectometer

PM – Preventive Maintenance

RMA – Return Material/Merchandise Authorization

RSU – Road Side Unit

RTMC – Regional Transportation Management Center

RWIS – Road Weather Information System

SLERS – State Law Enforcement Radio System

SOP – Standard Operating Procedure

SOS – Scope of Services

SUE – Subsurface Utility Engineering

TMC – Transportation Management Center

TWO – Task Work Order

UPS – Uninterruptable power supplies

US – United States

VDS – Vehicle Detection System

WWD - Wrong Way Driving Countermeasures System

3 USE OF APPROVED PRODUCTS

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

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

4 SERVICES TO BE PROVIDED

4.1 Overview of Maintenance Services Required

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

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

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

ITS MAINTENANCE SCOPE OF SERVICES

District 5

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

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

4.1.1 Applicable Specifications and Standards

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

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

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

4.1.2 Scheduled Maintenance Services

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

4.1.2.1 Scheduled Preventive Maintenance Services

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

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District 5

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

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

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

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

4.1.2.1.1 *Device Site Deficiencies*

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

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

4.1.2.1.2 Compensation for Preventive Maintenance Services

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

4.1.2.2 Other Maintenance Services

4.1.2.2.1 Medium/Large Tree Trimming

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

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

4.1.2.2.2 Wrong Way Driving Countermeasures System (WWD)

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

4.1.2.2.3 Wrong Way Driving Repairs

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

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

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- *Wireless Transmitters*
- *All power and communications infrastructure and cabling.*

4.1.2.2.4 Daytime Wrong Way Driving System Annual Preventative Maintenance

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

- *Inspect the condition of the Wrong Way signs and verify reflectivity of the sign panels.*
- *Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).*
- *Perform Mechanical checks as shown on the Maintenance Plan.*
- *Measure and record line AC and DC voltages.*
- *Validate incoming detection radar, laser or thermal outputs are functioning via the vendor software.*
- *Validate Detection of Right-Way traffic on incoming radar, laser, or thermal detector.*
- *Validate outgoing radar, laser or thermal outputs are functioning via the vendor software.*
- *Validate detection of Right-Way traffic on outgoing radar, laser, or thermal detector.*
- *Test camera detection and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.*
- *Perform sign activation Push-button test to verify functionality of signs.*
- *Perform Wrong Way Push-button test to verify Wrong Way alerting in Blinklink (or applicable alternative).*
- *See Manufacturer recommendations for comprehensive list of daytime preventative maintenance tasks to be performed.*

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

4.1.2.2.5 Nighttime Wrong Way Driving System Annual Preventative Maintenance

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

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

4.1.2.3 Non-Scheduled Maintenance and Repairs

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

1. Field repair or replacement of ancillary parts or equipment for any ITS device;
2. Resetting DMSs;
3. Resetting and focusing CCTV lenses;
4. Resetting VDS controllers;
5. Configuring or repairing the communications network, including switches and terminal servers;
6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;
7. Testing fiber optic cable (FOC) for optical budget requirements; and 8. Repairing damage caused by vandalism or accidents.

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

4.1.3 Diagnostics and Troubleshooting Services

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

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

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

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

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

4.1.4 Repair Services

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

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

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

4.1.4.1 Field Site Repair

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

1. Minor Repair

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

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

2. Major Repair

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

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

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

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

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

3. Warranty Repair

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

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

4.1.4.2 Repairs using Spare Parts

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

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

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

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

4.1.4.3 Equipment Replacement

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

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4.1.4.4 Verification of Repair

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

4.1.5 Emergency Repair Services

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

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

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

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

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4.1.5 Asset and Device Inventory Logs

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

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

4.2 Control of Materials

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

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

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

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

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

4.2.1 Device Inventory

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

4.2.1.1 Existing Field Site Device Inventory

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

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

4.2.2 Facilities Management System

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

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

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

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

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

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

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

4.2.3 Utility Locating Services

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

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

4.3 General requirements for execution of work

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

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

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

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

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

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

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

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

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

4.3.1 Scheduling and Execution of Work

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

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

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

4.3.2 Mobilization

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

4.3.3 Maintenance of Traffic

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

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

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

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

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

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

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

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

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

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

4.3.4 Warranty for Vendor Services and Materials

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

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

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

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

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DEPARTMENT'S Project Manager shall have the right to determine which course of correction must be taken.

Upon completion of a repair, the VENDOR shall warranty their work for a period of 90 calendar days from the date of acceptance by the DEPARTMENT. The VENDOR shall transfer manufacturer's warranties for parts and materials to the DEPARTMENT.

4.3.5 Lost, Stolen, or Damaged Department Owned Resources

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

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

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

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

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

4.4.1 Standard Hours of Operation

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

4.4.2 On-call Responsibilities

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

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4.5 Security and Safety Requirements

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

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

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

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

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

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

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

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

4.6 License and Insurance Qualifications

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

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

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

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4.7 Location of the work

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

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

4.7.1 Field Sites

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

4.8 Required Qualifications

4.8.1 Staffing Requirements

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

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

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

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

4.8.1.1 Maintenance Staff Location and Availability

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

4.8.1.2 Position Descriptions

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

ITS Project Manager

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

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

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

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Coordinator/Administrative Assistant

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

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

ITS Maintenance Technician(s)

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

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

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

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

Electrician(s)

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

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

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

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

Utility Technician(s)

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

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

Fiber Technician(s)

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

Entry Level Traffic Signal Technician(s)

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

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

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

- Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.
- Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.
- Has a basic understanding of devices and traffic signal cabinet equipment operation; conducts periodic preventative maintenance as required.
- Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary.
- Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed.
- Capable of reading diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices.
- Assists with performing field and bench testing procedures on a variety of traffic signal cabinet equipment; assists with testing, troubleshooting, and repairing equipment to component level of micro processing system.
- Assist with repairs and connection of intercommunication cable and related equipment
- Assists with performing the installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations.
- Documents work performed on all traffic signal equipment and devices and daily activities
- Performs other tasks as assigned

Traffic Signal Technician(s)

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

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

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

- Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.
- Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment
- Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required
- Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary
- Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed
- Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices
- Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment
- Assist with repairs and connection of intercommunication cable and related equipment
- Assists with troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration
- Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations

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- Documents work performed on all traffic signal equipment and devices and daily activities
- Performs other tasks as assigned

Lead Traffic Signal Technician(s)

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

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

- Installs, configures, maintains and troubleshoots a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.
- Troubleshoots malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.
- Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required
- Monitors traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective system operation;
- Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; performs emergency repairs as needed.
- Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required.
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices; makes corrections to schematics and plan sets as required.
- Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment.

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- Provides repairs and connection of intercommunication cable and related equipment under the direct supervision on the ITS Project Manager
- Provides knowledge and troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration;
- Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations;
- Documents work performed on all traffic signal equipment and devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT

4.8.1.3 General Appearance and Conduct

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

Uniforms

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

4.8.1.4 Training

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

4.8.2 Personnel Vetting

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

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4.8.2.1 Background Check

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

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

4.8.2.2 Criminal Record Check

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

4.8.2.3 Drug-Free Workplace Certification

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

4.9 Materials to be Furnished

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

4.9.1 Vendor Facilities

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

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

4.9.2 RTMC Devices, Field Devices, and other Hardware

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

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

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

4.9.3 Software

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

4.9.4 Incidental Materials

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

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4.9.5 Equipment, Machinery, Tools, and Vehicles

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9.5.1 Control of Equipment

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

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

4.10 Criteria for Performance Evaluation (Performance Measures)

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

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

4.10.1 Staff Performance

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

4.10.2 Availability

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

4.10.2.1 Staff Availability

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

4.10.2.2 Response Times

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

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

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Work Priority	Description
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. For signal repairs stuck pedestrian buttons or critical detection failure. Also included is any other response deemed urgent by the DEPARTMENT'S Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the DEPARTMENT'S Project Manager.
ROUTINE	All other calls.
Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365) to site.
URGENT	En-route in 3 hours (24x7x365) to site.
PRIORITY	En-route 6 Hours (24x7x365) to site.
ROUTINE	Next Business Day (DOT Holidays Excluded)

4.10.3 Repair Times

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

5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

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

5.1 Contract Management

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

5.2 Coordination

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

5.3 Access to Facilities

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

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5.4 Spare Parts and incidental materials

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

6 Contract Monitoring/Progress Reporting/Coordination

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

6.1 Status Reports

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

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

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

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

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

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

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

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

6.1.1 Bi-Weekly Report and Status Meetings

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

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

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- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory;
- Preventive Maintenance Schedule/Progress
- Generator Status
- Warranty Period Remaining Evaluation
- ITSFM, NOEMI, NJUNS, SIIA Status
- General notes.

6.2 Transition Plan

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

6.3 Project Management Plan

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

6.4 Standard Operating Procedures

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

7 SUBMITTALS/DELIVERABLES

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

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7.1 Estimates

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

7.2 Replacement Equipment Submittal

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

7.3 Maintenance Documentation

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

7.3.1 Maintenance Checklists

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

7.3.2 Maintenance Logs

All maintenance activities shall be logged in the MIMS Ticket.

7.3.3 As-Built Plans

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

8 WORK AUTHORIZATION AND COMPENSATION

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

9 FINANCIAL CONSEQUENCES

9.1 Liquidated Damages

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

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

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

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

9.2 Other Financial Consequences

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

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

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

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

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

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

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

9.3 Invoice Payment Reductions

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

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EXHIBIT "B" METHOD OF COMPENSATION

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

RFP-DOT-24-5004-ITS

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

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

3.0 COMPENSATION:

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

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

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

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

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

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

5.0 DETAILS OF UNIT PRICES

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

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

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

6.0 PROGRESS PAYMENTS:

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

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

Invoices shall be submitted to: Florida Department of Transportation

Attn: Lorena Cucek

4975 Wilson Road

Sanford, Florida 32771

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

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

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

7.0 REIMBURSEMENT FOR MANUFACTURER REPAIRS/PARTS

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

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

8.0) DAMAGE CAUSED BY VEHICLE CRASHES

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

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

9.0 FINANCIAL CONSEQUENCES

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

10.0 TANGIBLE PERSONAL PROPERTY:

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

Exhibit "C"
PRICE PROPOSAL FORM

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

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

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

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

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

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

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

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

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

MFMP Transaction Fee:

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

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

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

Proposer: ADVANCED CABLING Solutions FEID # 59-3511800 ☐

Address: 201 Recca Way Suite 1431 City, State, Zip Chassolberry FL 32707 ☐

Authorized Signature: R. David Muniz Date: 12.14.23 ☐

Printed / Typed: R-DAVID MUNIZ Title: SECRETARY/TREASURER ☐

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**CONTRACT #:** BEG78

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

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises ("DBE"): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

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

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation's Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

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

- P. The Contractor hereby certifies that it has not:

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

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

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

- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).

- S. Clean Air Act: The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- T. Federal Water Pollution Control Act: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- U. Byrd Anti-Lobbying: Contractors awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS:
(Compliance with 49CFR, Section 20.100 (b)) (1) The Contractor certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (3) The Contractor also certifies by signing this contract that the Contractor shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**State of Florida
PUR 1001
General Instructions to Respondents**

Contents

1. Definitions.
2. General Instructions.
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5. Questions.
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8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
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18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.



201 Reece Way Suite 1431, Casselberry, FL 32707
ITS MAINTENANCE CONTRACT Agreement No. BEG78

To: City of Holly Hill
 Attn: Dave King
 Description Of Work: ITS Phase 3 Holly Hill FOC Walker to Calle Grande
 Tel: 386-337-3273
 E-Mail: David.King@meadhunt.com

No: 092525
 Date: September 25, 2025

Quotation by: Luis Roman
 Phone: 407-339-6636
 Fax: 407-339-3822

Item	Bid Item	Description	U/M	Est Qty	Unit Price(\$)	Est. Cost
	A300-5	ITS MAINTENANCE TECH (FOR PAY ITEM 684-1-1, 2 - MFES @ 50hrs ea.)	HR	100	\$93.18	\$9,318.00
	A300-6	ELECTRICIAN (FOR 633-6 @ 2hrs. PER DAY)	HR	180	\$107.89	\$19,420.20
	A300-11	LEAD TRAFFIC SIGNAL TECHNICIAN (For 611-11, 611-2-1)	HR	80	\$93.22	\$7,457.60
	A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1 (FOR MOBILIZATION)	DAY	30	\$1,086.87	\$32,606.10
	A102-1-2	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 2 (FOR 783-7-7)	DAY	2	\$1,459.31	\$2,918.62
	A102-1-3	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 3 (FOR 102-1, 102-60, 102-74-1)	DAY	21	\$2,146.84	\$45,083.64
	A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5 (FOR SIDEWALK REPAIR)	DAY	4	\$793.12	\$3,172.48
	630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	561	\$11.28	\$6,328.08
	630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LF	1,430	\$23.49	\$33,590.70
	630-2-13	CONDUIT, F&I, ABOVEGROUND (FOR 630-2-14)	LF	33	\$30.00	\$990.00
	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	LF	33	\$2.41	\$79.53
	633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	LF	7,095	\$2.99	\$21,214.05
	633-1-123B	FIBER OPTIC CABLE, F&I, UNDERGROUND, 96 FIBERS SM (FOR 633-1-122, HYBRID 24/12)	LF	4,565	\$3.08	\$14,060.20
	633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	2,464	\$2.23	\$5,494.72
	633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND (FOR PAY ITEM 633-1-610)	LF	6,204	\$1.98	\$12,283.92
	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	168	\$45.59	\$7,659.12
	633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	EA	3	\$1,568.00	\$4,704.00
	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	9	\$48.00	\$432.00
	633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	EA	24	\$36.87	\$884.88
	633-3-16A	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	EA	1	\$1,984.24	\$1,984.24
	633-3-16C	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72 (FOR PAY ITEM 670-5-400, 676-1-500)	EA	1	\$6,471.79	\$6,471.79
	633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	1	\$136.87	\$136.87
	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" X 24" COVER	EA	4	\$2,486.76	\$9,947.04
	635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3	\$3,638.97	\$10,916.91
	635-2-40	PULL & SPLICE BOX, RELOCATE	EA	3	\$1,276.09	\$3,828.27
	635-2-50	PULL & SPLICE BOX, REPAIR (FOR 635-2-12 COVER ONLY)	EA	9	\$647.87	\$5,830.83

Total = \$266,813.79

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by a Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

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 386-248-6441, CITYCLERK@HOLLYHILLFL.ORG, 1065 RIDGEWOOD AVE., HOLLY HILL, FL 32117.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES’ CONTRACTS

The City may utilize (piggy-back) any other government entity’s open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, “GSA Contracts”. When another entity’s contracts are to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City’s requirements regarding competitive bidding and award.

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-86 - Police Department Vehicle Purchase FY25-26 - Interceptors

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - 2026 Police Interceptor Proposal
2. Exhibit B - Charlotte County Contract 20250009
3. Exhibit C - Purchasing Policy 2.39

DISCUSSION:

In keeping with the City's fleet replacement plan, two (2) Police Interceptors Utility Vehicles have been approved to purchase in the fiscal year 2025/2026 budget. This Resolution authorizes the City Manager to utilize a piggyback agreement between Charlotte County and Bartow Ford for the purchase of these vehicles. This contract offers a 4.35% discount off of Ford Factory Invoices and a 0% mark-up on dealer installed options. Accordingly, the proposed cost of the Police Interceptors are \$56,642.34 each, for a total of \$113,284.68. The proposal for the Police Interceptor is attached as "Exhibit A". Charlotte County contract # 20250009 is included as "Exhibit B".

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Section 2.39 of the City's Purchasing Policy is included under "Exhibit C".

FISCAL ANALYSIS:

Capital projects for the purchase of the two (2) Police Interceptor Utility Vehicles were adopted into the fiscal year 2025/2026 budget in general ledger account 001-8110-580-6400 at an anticipated cost of \$64,000 each for a total of \$128,000. The cost proposed from Bartow Ford totals \$113,284.68.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of Charlotte County contract # 20250009 with Bartow Ford and award the purchase of two (2) 2026 Police Interceptor Utility Vehicles at a cost

of \$113,284.68 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

THAT THE CITY COMMISSION APPROVE THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 20250009 WITH BARTOW FORD AND AWARD THE PURCHASE OF TWO (2) 2026 POLICE INTERCEPTOR UTILITY VEHICLES AT A COST OF \$113,284.68 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #20250009 AND AWARDDING THE PURCHASE OF TWO (2) 2026 POLICE INTERCEPTOR UTILITY VEHICLES FROM BARTOW FORD AT A TOTAL COST OF \$113,284.68 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two Police Interceptor Utility Vehicles were approved to be purchased in the adopted fiscal year 2025-2026 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract # 20250009, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the city has determined that in this circumstance, piggybacking onto an agreement entered into by Charlotte County, is the most economically advantageous way to procure these goods and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of two (2) Police Interceptor Vehicles and equipment at a cost of \$113,284.68.

SECTION 3. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

July 31, 2025

City of Holly Hill
SGT. Weiss

DESCRIPTION		
K8A	2026 Police Interceptor Utility AWD	
99B	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Rear Air Conditioning	
	Factory Invoice	\$49,183.00
	Government Price Concession Discount	\$3,100.00
	4.35% Contract Discount	\$2,004.61
	Whelen Inner Edge DUO FST Red/Blue Inneredge Lightbar with FULL LED Takedown, DUO Rear Facing Bar 10 Head Red/Blue with Amber Traffic Advisor Mounted inside Rear Hatch Area, Whelen CORE Siren Controller, (1) 100 Watt Speaker, (1) Whelen Red MICRON Mounted in Grill Area, (1) Whelen Blue MICRON Mounted in Grill Area, (2) Whelen U-Series Red/Blue Mounted UNder Mirrors, (1) Whelen DUO ION Spitfire Red/Blue Mounted in Lower Windshield Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, Flash Taillights, (1) Whelen Red Thin ION Mounted in Tag Area, (1) Whelen Blue Thin ION Mounted in Tag Area, (1) Whelen Red Thin ION Mounted in Lower Bumper Area, (1) Whelen Blue Thin ION Mounted in Lower Bumper Area, (1) Whelen Striplite+ DUO Red/Blue Mounted in Rear 1/4 Glass Driver Side, (1) Whelen Striplite+ DUO Red /Blue Mounted in Rear 1/4 Glass Passenger Side, (1) Whelen Striplite+ DUO Red/Blue Mounted in Rear Driver Side Door, (1) Whelen Striplite+ DUO Red /Blue Mounted in Rear Passenger Side Door, Havis C-VS-1012-INUT-2 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter, Docking Station For Getac S410 Notebook With Power Supply Mounting Bracket & Screen Support, Raised Two Drawer Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	\$12,425.00
	Yellow CITY Tag	\$138.95
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$56,642.34

Pricing in accordance with the Charlotte County Contract # 20250009

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485



Charlotte County

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

Agenda Item Summary

File #: 2025-7042

Agenda Date: 4/22/2025

Agenda Item #: 3.

DEPARTMENT MAKING REQUEST

Budget & Admin Services

Title

25-009, Award, Light Duty Vehicles - Annual Contract (Fleet)

REQUESTED MOTION/ACTION

Recommended Action:

- a) Approve award of Request for Bids #25-009, Light Duty Vehicles - Annual Contract to Bartow Ford, for a 4.35% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from date of award through and including September 30, 2026; and
- b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.

Budgeted Action:

No action needed. Parts and expenses will be funded by the Fleet Management Fund, and then will be charged back to the department as budgeted in the FY2025 budget process. Funding for this expenditure comes from user fees.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Background:

This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by a Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

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 386-248-6441, CITYCLERK@HOLLYHILLFL.ORG, 1065 RIDGEWOOD AVE., HOLLY HILL, FL 32117.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES’ CONTRACTS

The City may utilize (piggy-back) any other government entity’s open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, “GSA Contracts”. When another entity’s contracts are to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City’s requirements regarding competitive bidding and award.

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-87 - ABC Express Lawn Care - Landscape Maintenance - Change Order

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - ABC Change Order Request

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Public Works

Item Name: 2025-R-87 - ABC Express Lawn Care - Landscape Maintenance - Change Order

Summary:

Recommended Action:

Budget:

Attachments:

1. Exhibit A - ABC Change Order Request

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CHANGE ORDER WITH ABC EXPRESS LAWN CARE TO PROVIDE FOR THE LANDSCAPE MAINTENANCE OF THE PUBLIC WORKS COMPLEX AND WESTERN WELL FIELDS IN THE AMOUNT OF \$28,495 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a current agreement with ABC Express Lawn Care for the landscape maintenance of multiple city properties in the amount of \$166,210 annually; and

WHEREAS, City staff currently provide landscape maintenance in the Public Works Complex and western well fields; and

WHEREAS, staff recommend that the landscape maintenance of the Public Works Complex and western wellfield be contracted in order to reduce cost and maximize service delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve a change order with ABC Express Lawn Care to provide for the landscape maintenance of the Public Works Complex and western well fields at a cost of \$28,495 annually and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER, 2025.

ABC EXPRESS LAWN CARE, LLC
167 West Highbanks Rd. Debary, FL 32713
(386)216-3998 fax:(386)753-1983

April 10th, 2025

ATTN: Steve Juengst

This is a price proposal for additional sites for the city of Holly Hill for ground maintenance services. The Holly Hill Public works which is located at 453 LPGA Blvd will cost \$485.00 per service call which will include mowing, weed eating, edging, blowing and herbicide application on the reclaim (east side of water).

In addition to this proposal, the ground maintenance services at seven Western well fields will cost \$30.00 per site per service call. There will be no weed killer used at these locations. Each well field will be mowed, have weed eating done and blowing.

There will be approximately 40-42 cuts per year.

If you would like to proceed with having services performed at these locations, please call Sharon or David at 386-216-3998 or email abcexpresslawncares@gmail.com. Thank you!

Sincerely,
David Doyle

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: City Clerk

Item Name: 2025-R-88 - Police Pension Board of Trustees - Board Appointment

Summary:

Recommended Action:

Budget:

Attachments:

1. Police Pension Board Application - Kristie Law
2. Resolution - Police Pension Board Appointment

DISCUSSION:

The Police Pension Board of Trustees shall consist of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S. § 185.02, elected by a majority of the active police officers who are members of the plan.

The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office.

Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

**Terry Wood has submitted his resignation effective September 10, 2025. Kristie Law has submitted a board application for the City Commission to consider. If appointed, Ms. Law will finish out the term of Mr. Wood, which expires December 31, 2026.

FISCAL ANALYSIS:

There is no budgetary impact on the city. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve Ms. Law's application and insert her name into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES AND INSERT THE APPOINTED NAME INTO THE RESOLUTION. TERMS FOR SAID MEMBER EXPIRE DECEMBER 31, 2026.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☒ Firefighters Pension Fund Board of Trustees
☒ XPolice Pension Fund Board of Trustees

Name of Applicant: KRISTIE LAW

Home Address: 528 7TH ST HOLLY HILL 32117

Phone:
3862955368

E-Mail Address: KLAW@VOLUSIAHEART.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 40+ YEARS

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long?

Are you employed in the City of Holly Hill? NO

Business/Employer Name and Address: CARDIOLOGY PHYSICIANS 311 N CLYDE MORRIS BLVD STE 320 DAYTONA BEACH 32114

Business Phone:
3862555331

Job Position / Occupation: BILLING
MANAGER

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial

- Ⓐ Industrial Training
- Ⓐ Landscaping
- Ⓐ Law / Contract Administration
- Ⓐ Operations of City Government
- Ⓐ Engineering
- Ⓐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? _____

 PRIOR EXPERIENCE WITH FIREFIGHTERS PENSION BOARD

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☒ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? _____

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 9/29/25

Signature: Katie Klaw

HOLLY HILL RECEIVED

REVISED – October 2020

SEP 29 2025

CITY CLERK DEPT.

Valerie Manning

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, APPOINTING A MEMBER TO THE POLICE
PENSION BOARD OF TRUSTEES; SETTING FORTH THE
TERM AND EXPIRATION DATES FOR SAID MEMBER;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consist of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That the City Commission does hereby appoint the following individual to the Police Pension Board of Trustees.

Kristie Law Commission Representative

SECTION 2. That the term for said member is set to expire December 31, 2026, finishing out the term of former member, Terry Wood who resigned on September 10, 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. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER, 2025.

BACKGROUND

Pursuant to Section 163.3191(1), Florida Statutes, at least once every seven (7) years, local governments are required to evaluate and appraise their land use comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan and notify the state land planning agency as to its determination.

On August 29, 2024, the City of Holly Hill notified the state land planning agency, the Florida Department of Commerce (FDC), that the City intends to transmit the appropriate amendments in accordance with Sec. 163.3191(2), Florida Statutes.

City staff has completed review of the City of Holly Hill Comprehensive Plan relative to changes in state law since the adoption of the most recent Evaluation and Appraisal Report comprehensive plan amendments. Ordinance 2025-XXX, if adopted, amends the 2010 Comprehensive Plan by making by making the following changes.

Overall – The comprehensive plan planning horizon has been extended to the year 2045.

1. Chapter 1-Future Land Use Element: (a) Minor text amendments, including, but not limited to, references to the new planning horizon, eliminating outdated language and code references, minor updates to language and terms, (b) Policy 1.1.2: Future Land Use categories have been updated to provide more detail about is permitted in each category, Floor Area Ratios have been added to residential designations that allow business uses by special exception, Mixed Use 2 and Mixed Use 3 have been consolidated into one category called General Mixed Use, (c) Objective 1.4 and related policies regarding the preservation of Hardwood Hammock vegetation on city owned property and properties of 10 acres or more have been eliminated, (d) In Policy 2.1.1, the specific reference to developing in accordance with the Concurrency Management System has been eliminated, (e) Policies 3.2.5, 3.2.6, 3.2.7, 3.2.8, concerning historic landmarks and preservation have been eliminated, (f) The inventory of existing land uses has been eliminated since that information is provided in updated charts, (g) all maps and charts have been updated and moved.

2. Chapter 2 – Transportation Circulation Element: (a) Minor updates to terms and dates as well as a new page describing why the Transportation Element is important has been added. (b) Policy 1.1.4 regarding coordinating with the Volusia Flagler Transportation Organization and the City of Ormond Beach to designate Riverside Drive as a “Constrained Facility” has been eliminated. (c) Policy 1.1.6 regarding analyzing the pros and cons of designating the city as a Transportation Exemption Concurrency Area has been added. (d) Policy 1.9.7 requiring that all building setbacks be measured from the centerline of the existing right-of-way line has been eliminated. (e) all maps and charts have been updated and moved.

3. Chapter 3 – Housing Element: (a) Minor updates to terms, (b) New pages have been added providing information regarding why the Housing Element is important and an analysis of the city’s housing stock have been added. (c) Policy 1.1.6 has been added regarding identifying historically significant housing and other housing for purposes of conservation, replacement, rehabilitation and adaptive reuse has been added. (d) Objective 1.2 has new language added. (e)

Policy 1.2.1 regarding identifying substandard housing along with housing that may be in need of structural and aesthetic improvements has been added.

4. Chapter 4 – Utilities Element - (a) New pages have been added providing information regarding why the Housing Element is important. (b) Minor updates to dates and terms. (c) Objective 1.2 under the Solid Waste Sub-Element has been updated. (d) Water & Wastewater Flow projections have been added. (e) Well Fields & Waterline line diagrams has been added.

5. Chapter 5 – Coastal Management & Conservation - (a) New pages have been added providing information regarding why the Coastal Management/ Conservation Element is important. (b) Policy 1.4.1 has been eliminated. (b) Objective 1.8 has been reworded. (c) all maps and charts have been updated and moved.

6. Chapter 6 - Recreation and Open Space – (a) Minor updates to terms and dates, (b) New pages have been added providing information regarding why the Recreation and Open Space Element is important and an analysis of the city's parks have been added. (c) Policy 1.2.2 regarding continued maintenance of existing park and recreation facilities has been added. (d) Policies 1.6.3, 1.6.4 and 1.6.5 have had portions removed. (e) Policy 1.7.2 has been removed. (f) The Save Our Rivers Programs has been removed from 2.1.1 because it a state-funded initiative that uses the Water Management Lands Trust Fund to acquire environmentally sensitive lands for water resource management and protection which is not something that the city is likely to participate in.

7. Chapter 7 – Intergovernmental Coordination Element – (a) Minor updates to terms. (b) New pages have been added providing information regarding why the Intergovernmental Coordination Element have been added. (c) Policy 1.1.5 has been eliminated because the VCOG no longer exist and the city now encourages the efforts of the Volusia Flagler Transportation Planning Organization. (d) Policy 1.2.3 has been eliminated. (e) Policy 2.1.5 has been eliminated.

8. Chapter 8 – Capital Improvements Element - (a) Minor updates to terms and new pages have been added providing information regarding why the Capital Improvements Element is important. (b) Capital Improvements 5 Year Schedule for the city and School have been updated. (c) Policy 1.4.3 has been added. (e) Goal 2 has been eliminated since these items are handled by the School Board.

9. Chapter 9 – Public School Facilities Element - (a) New pages have been added providing information regarding why the Public School Facilities Element is important have been added. (b) Minor updates to terms. (c) Policies 2.1.3 and parts of 2.1.4 have been eliminated. (d) An Elementary School Concurrence Service Area map has been added.

10. Chapter 10 – Property Rights Element – (a) No Changes.

In accordance with Section 163.3191(2), Florida Statutes, the City is transmitting the plan amendments to the FDC and other state review agencies for a State Coordinated Review per Sec. 163.3184(4), Florida Statutes. Per Volusia Growth Management Commission (VGMC) Rules, the amendments will also be transmitted for VGMC review.

Staff Recommendation: Staff recommends the City Commission authorize transmittal of the proposed updated 2045 Holly Hill Comprehensive Plan as presented.

ITEM REPORT

To: City Commission

From:

Meeting Date: October 14, 2025

Department/Office: Planning

Item Name: FIRST READING - 2025-O-3092 - Comprehensive Plan Evaluation and Appraisal (EAR) Amendments

Summary:

Recommended Action:

Budget:

Attachments:

1. DOC Notification Letter & Response
2. HH Comprehensive Plan 2045 Update PP
3. Underlined-Strike-thru PDF
4. Affidavit of Publication - EAR Ordinance 3092
5. Policies Clean
6. Additional Info Clean

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, UTILITIES ELEMENT, COASTAL MANAGEMENT AND CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted the City of Holly Hill Comprehensive Plan (“Comprehensive Plan”) in accordance with applicable law, now known as the Growth Policy Act (Chapter 163, Part II, Florida Statutes), which Comprehensive Plan has been subsequently amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires local governments to evaluate their Comprehensive Plans periodically to determine if plans amendments are necessary; and

WHEREAS, on August 29, 2024, the Community Development Director provided a letter to the Department of Commerce confirming that the city would perform a review of the Comprehensive Plan and necessary amendments as part of an Evaluation and Appraisal Report of each of the Comprehensive Plan elements; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been

reviewed by the Board of Planning and Appeals and the City Commission via public workshop and public meetings; and

WHEREAS, the proposed amendments to the Comprehensive Plan are being submitted under the state coordinated review process as provided in Section 163.3184(4), Florida Statutes; and

WHEREAS, on October 6, 2025 the Board of Planning and Appeals serving as the local Land Planning Agency, conducted a public meeting with due public notice on the Comprehensive Plan amendments, and recommended approval thereof; and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested Comprehensive Plan amendments, as described in Section 163.3184(4) and (11), Florida Statutes; and

WHEREAS, the City Commission finds that approval of the Comprehensive Plan amendments will preserve the internal consistency of the City's Comprehensive Plan pursuant to Section 163.3177, Florida Statutes; and

WHEREAS, the Comprehensive Plan amendments are attached to this Ordinance as Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, for the purposes of this Ordinance, underlined type constitutes additions to the original text and ~~striketrough~~ shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein by reference as the legislative findings of the Holly Hill City Commission.

SECTION 2. The City of Holly Hill Comprehensive Plan, is hereby amended with the text, figures, and map amendments to the Future Land Use Element, Transportation Element, Utilities Element, Coastal Management and Conservation Element, Housing Element, Recreation and Open Space Element, Capital Improvements Element, Intergovernmental Coordination Element, Public School Facilities Element, and Property Rights Element, as set forth in Exhibit “A.”

SECTION 3. In order to make the City of Holly Hill Comprehensive Plan 2045, available to the public, a copy of the enacting Ordinance, and City of Holly Hill Comprehensive Plan 2045, shall be located in the Community Development Department of the City of Holly Hill. The Community Development Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION 4. The City Manager is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, Florida Statutes, and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION 5. Pursuant to Section 163.3184(4), Florida Statutes, the second reading of this Comprehensive Plan amendment shall not exceed 180 days after the receipt of the state land planning agency's report.

SECTION 6. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not

be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION 8. The effective date of this plan amendment, if the amendment is not timely challenged, shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**APPROVED AND AUTHENTICATED on the 14th day of OCTOBER, 2025
for first reading.**



RECEIVED

SEP 12 2024

August 29, 2024

Florida Department of Commerce
Bureau of Community Planning and Growth
Caldwell Building
107 East Madison Street
Tallahassee, FL 32399

Attn: Barbara Powell, Deputy Bureau Chief
Bureau of Community Planning and Growth

Re: City of Holly Hill Evaluation and Appraisal Notification Letter

Dear Ms. Powell:

In accordance with the requirements of §163.3191 Florida Statutes and the published Evaluation and Appraisal Notification schedule, the City of Holly Hill must determine if amendments to its Comprehensive Plan are necessary to reflect changes in State requirements and notify the State Planning Agency of its determination by September 1, 2024. This letter will serve as the required notice.

The City has reviewed its Comprehensive Plan and determined that amendments are necessary to reflect changes in State requirements, to include a minimum planning period of at least 10 years, and to update required elements of the Plan. The City is also currently working to update its CRA Master Plan and will include policies related to accomplishing the goals of that plan. As required by §163.3191(2), F.S., the City understands that the necessary amendments to the Comprehensive Plan must be prepared and transmitted to the State Land Planning Agency within one year of this letter, which is by September 1, 2025.

If you have further comments or questions, please feel free to contact Brian Walker, Community Development Director, at (386) 248-9424 or bwalker@hollyhillfl.org.

Sincerely,

Brian Walker, AICP, CNU-A
Community Development Director
City of Holly Hill

Cc: Joseph Forte, City Manager

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 17, 2024

RESPONSE VIA E-MAIL ONLY

Mr. Brian Walker, AICP, CNU-A
Community Development Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Subject: Evaluation and Appraisal Notification Acknowledgement Letter

Dear Mr. Walker:

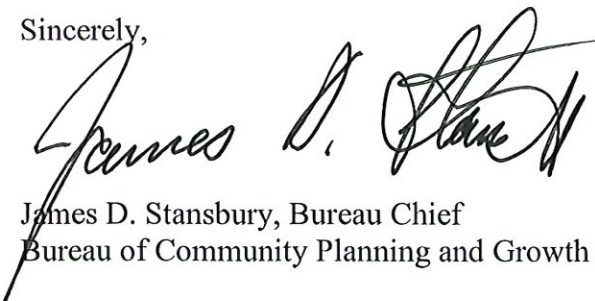
This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on September 1, 2024 and received by FloridaCommerce on September 12, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to FloridaCommerce by September 12, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

Jana Williams of FloridaCommerce's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (805)717-8483.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

EAR Amendments for Holly Hill

1 message

Brian Walker <bwalker@hollyhillfl.org>

Mon, Sep 8, 2025 at 10:47 AM

To: "Harris, Donna" <Donna.Harris@commerce.fl.gov>

Ms. Harris,

I received the attached letter last year dated September 17, 2024 (attached). It acknowledges receipt of our EAR notification letter and states that we must transmit our amendments by September 12, 2025.

I wanted to let the Bureau know that we are a little behind. Our amendments will be going to the Board of Planning and Appeals on October 6th and to the City Commission on October 14th. We expect to then transmit on October 15th.

We take seriously our responsibility to get this to the Bureau and apologize for the delay.

Regards,

Brian M. Walker, AICP, CNU-A
Assistant City Manager
Community Dev Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
Direct Phone - 386-248-9424
bwalker@hollyhillfl.org
www.hollyhillfl.org
[https://www.youtube.](https://www.youtube.com/channel/UCv3v3v3v3v3v3v3v3v3v3v3)



 EAR Letter.pdf
406K

Comprehensive Plan 2045 Update

Board of Planning and Appeals & City Commission Meetings



Comprehensive
Plan Update 2045

Comprehensive Plan 2045 Update

Comprehensive Plan Update Overview



Comprehensive Plan 2045 Update

What is a Comprehensive Plan?

- ❑ A **state-required policy plan** designed to guide the future growth and public infrastructure investment within the City of Holly Hill.
- ❑ Living and evolving documents written for a long-term outlook, typically 20 years.
- ❑ The plan provides Goals, Objectives, and Policies that direct where development, redevelopment, and preservation within the city should occur, as well as public capital investments.
- ❑ A vision and blueprint as to what a city desires to become in the future.

Comprehensive Plan 2045 Update

Comprehensive Plan Elements

**FUTURE
LAND
USE**

TRANSPORTATION

HOUSING

UTILITIES

**COASTAL
MANAGEMENT
& CONSERVATION**

**RECREATION
AND OPEN
SPACE**

**INTERGOVERN-
MENTAL
COORDINATION**

**CAPITAL
IMPROVEMENTS**

**PUBLIC
SCHOOLS
FACILITIES**

**PROPERTY
RIGHTS**

Comprehensive Plan 2045 Update

Why update the Comprehensive Plan now?

- ☐ State required (Florida Statutes Section 163.3191).
- ☐ Ensure compliance with State Statutes.
- ☐ Identify areas within the plan that need updates.
- ☐ Incorporate changing conditions of the city into the plan.

Comprehensive Plan 2045 Update

General Updates



- Updated plan cover, table of contents and format.
- Updated all maps, charts and tables.
- Removed all maps, charts and tables from within each chapter and consolidated them in one place called **Additional Information**.
- Added a section for each element explaining its purpose.
- Updated each element based on current and projected conditions.

Comprehensive Plan 2045 Update

FUTURE LAND USE ELEMENT

This Element focuses on the management of growth that is consistent with sound social, economic, fiscal, and environmental principals.

Future Land Use Map



KEY UPDATES OF THE ELEMENT

- Extended the planning horizon to 2045.
- Removed outdated language.
- Updated the FLU designations.
- Eliminated Mixed Use 2 and 3 and consolidated them into one designation called General Mixed Use.
- Updated all charts, tables and maps.
- Moved all charts, tables and maps into their own category called Additional Information.
- Updated population projections out to 2035 and 2045.

Comprehensive Plan 2045 Update

Population Projections

Year	Population Projection
2025	13,172
2030	13,462
2035	13,619
2045	13,637

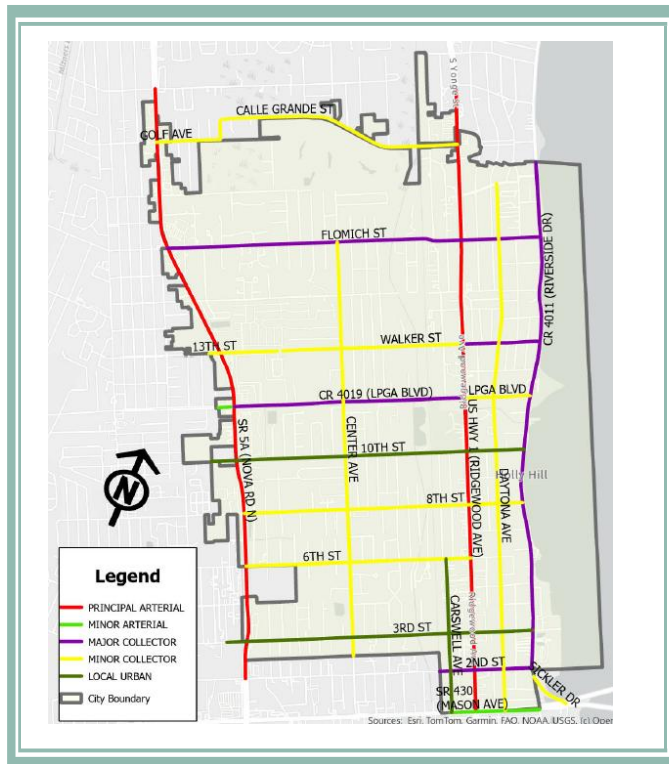
Sources: Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

Comprehensive Plan 2045 Update

TRANSPORTATION ELEMENT

This Element focuses on long range transportation planning that considers the physical environment when making roadway decisions while also encouraging multi-modal alternatives.

Functional Classification Map



KEY UPDATES OF THE ELEMENT

- Added an introductory statement of purpose.
- Updated language & dates.
- Added Policy under Objective 1.1 regarding a citywide TCEA.
- Deleted Policy 1.9.7 stating that building setbacks shall be measured from the center-line of the existing right-of-way.
- Updated all maps and moved them to a new area.

Comprehensive Plan 2045 Update

UTILITIES ELEMENT

This Element focuses on providing and maintaining potable water, sewer, re-claim water, and stormwater service in accordance with adopted level-of-services.

KEY UPDATES OF THE ELEMENT

- Added an introductory statement of purpose.
- Removed outdated language.
- Expanded the planning horizon.
- Provided Water and Sewer Use projections out to 2035 and 2045 and demonstrated capacity through those time periods.

Comprehensive Plan 2045 Update

COASTAL MANAGEMENT & CONSERVATION ELEMENT

This Element focuses on preserving, protecting and enhancing natural resources and environmental diversity.

KEY UPDATES OF THE ELEMENT

- Added an introductory statement of purpose.
- Updated language.
- Deleted Policy 1.4.1.
- Added High Hazard Map, Projected Sea Level Rise Maps, Slosh Model Maps, Critical Infrastructure Maps.



Comprehensive Plan 2045 Update

HOUSING ELEMENT

This Element focuses on housing availability and ensuring adequate levels-of-service are met for future housing development.

KEY UPDATES OF THE ELEMENT

- Added a statement of purpose.
- Introduction - Data and analysis summary performed and presented.
- Added Policies
- Updated language



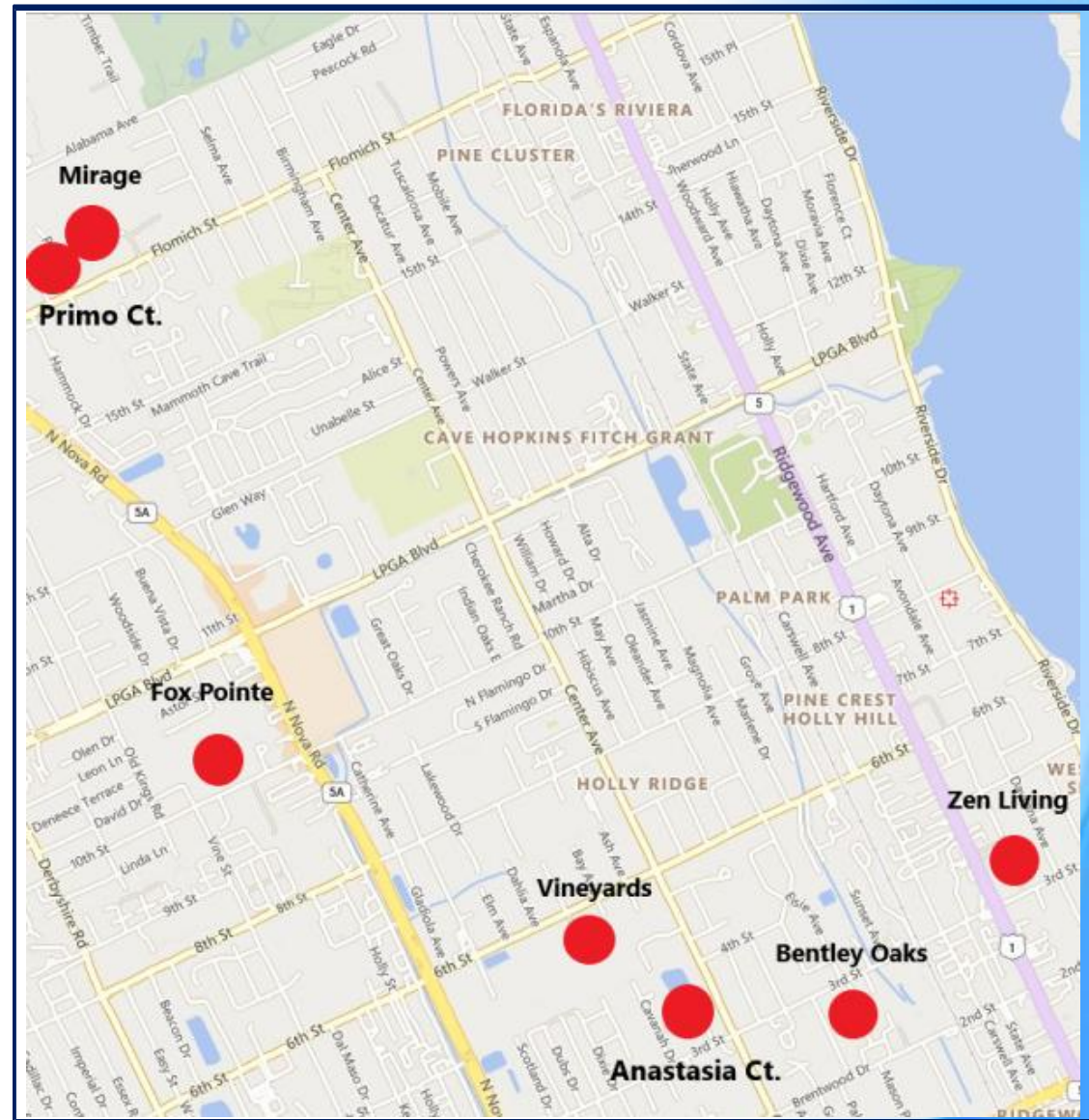
Comprehensive Plan 2045 Update

Development Trends

Multi-family Developments 2010 - 2024

1. **Mirage** - 83 units under construction
2. **Primo Ct.** - 33 units completed
3. **Fox Pointe** - 70 units completed
4. **Vineyards** - 134 units under construction
5. **Anastasia Ct.** - 17 units in permitting
6. **Bentley Oaks** – 16 units in permitting
7. **Zen Living** – 120 units in permitting

Total of 473 new units



Comprehensive Plan 2045 Update

PARKS AND RECREATION ELEMENT

This Element focuses on providing and maintaining recreation areas, facilities and activities and access to them.



KEY UPDATES OF THE ELEMENT

- Added an statement of purpose
- Added an Introduction page
- Changed Recreation and Open Space Element to the Parks and Recreation Element. (Element wide)
- Added Policy 1.2.2
- Removed Policy 1.7.2
- Updated and removed unnecessary language

Comprehensive Plan 2045 Update

CAPITAL IMPROVEMENTS ELEMENT

This Element focuses on planning for and implementing capital improvements in accordance with adopted levels-of-service.

CAPITAL IMPROVEMENTS ELEMENT																			
TABLE 1: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS																			
	Funding Source	Fund/Unfunded	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	5 Year Estimated Cost											
Physical Environment																			
Utilities - Water																			
Distribution Advanced Pipe Replacement	Utilities/Wtr	Unfunded	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$3,000,000.00											
Fire Hydrant Replacement Project	Utilities/Wtr	Unfunded	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$220,000.00											
16" Softener Valve Replacement	Utilities/Wtr	Unfunded	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00											
Sinker Rehabilitation	Utilities/Wtr	Unfunded	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00											
(7) Well Check Valves Provided & Installed	Utilities/Wtr	Unfunded	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00											
(4) Local Well Cleaning & Flaring Project	Utilities/Wtr	Unfunded	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00											
Well Rehabilitation Project	Utilities/Wtr	Unfunded	\$0.00	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$170,000.00											
Water Mixing & Aeration Improvements	Utilities/Wtr	Unfunded	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00											
Skid Steer w/ attachments	Utilities/Wtr	Unfunded	\$0.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00											
Tank 5-Year Compliance	Utilities/Wtr	Unfunded	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00											
Ford Transit Van	Utilities/Wtr	Unfunded	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00											
Ford Transit Van	Utilities/Wtr	Unfunded	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00											
Utilities - Water Subtotal			\$727,000.00	\$800,000.00	\$775,000.00	\$730,000.00	\$645,000.00	\$3,777,000.00											
Utilities - Wastewater																			
Lift Station Pump Replacements	Utilities/Wwtr	Unfunded	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$400,000.00											
Resurber/Seal Manhole Walls	Utilities/Wwtr	Unfunded	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$750,000.00											
Sewer Lining	Utilities/Wwtr	Unfunded	\$50,000.00	\$100,000.00	\$100,000.00	\$250,000.00	\$250,000.00	\$750,000.00											
Force Main Trunking	Utilities/Wwtr	Unfunded	\$600,000.00	\$80,000.00	\$400,000.00	\$0.00	\$0.00	\$1,080,000.00											
Replacement Blower	Utilities/Wwtr	Unfunded	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,000.00											
BTU Gert Removal	Utilities/Wwtr	Unfunded	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$300,000.00											
Lift Station #21 Refurbishment	Utilities/Wwtr	Unfunded	\$50,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00											
Equalization Pumps	Utilities/Wwtr	Unfunded	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$90,000.00											
SB #4 Compliance	Utilities/Wwtr	Unfunded	\$470,000.00	\$250,000.00	\$200,000.00	\$250,000.00	\$200,000.00	\$1,370,000.00											
500 Gallon Gas Tank	Utilities/Wwtr	Unfunded	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00											
Generator Switch Gear Rehab	Utilities/Wwtr	Unfunded	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00											
Solids Handling Building - Re-roof	Utilities/Wwtr	Unfunded	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00											
Wastewater Tower - Re-roof	Utilities/Wwtr	Unfunded	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00											
Control Panels Solids Handling	Utilities/Wwtr	Unfunded	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00											
Utilities - Wastewater Subtotal			\$1,682,000.00	\$1,320,000.00	\$1,110,000.00	\$730,000.00	\$840,000.00	\$5,682,000.00											
Utilities - Stormwater																			
Pipe Lining - Stormwater Pipes	Stormwtr/Cap	Unfunded	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,000,000.00											
CBDO-DR Lining of Stormwater Pipes	Stormwtr/Cap	Unfunded	\$1,020,294.74	\$285,073.69	\$0.00	\$0.00	\$0.00	\$1,305,368.43											
CBDO-DR Stormwater Master Plan	Stormwtr/Cap	Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00											
Pipe Maintenance Trailer	Stormwtr/Cap	Unfunded	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00											
PW Storage Building Rehabilitation	Stormwtr/Cap	Unfunded	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00											
Replace Dump Truck	Stormwtr/Cap	Unfunded	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00											
Replace Ford F-150 Pickup	Stormwtr/Cap	Unfunded	\$0.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$42,000.00											
Replace Ford F-250 Mini Dump	Stormwtr/Cap	Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00	\$85,000.00											
Utilities - Stormwater Subtotal			\$1,439,294.74	\$455,073.69	\$200,000.00	\$242,000.00	\$285,000.00	\$2,620,368.43											
Total Physical Environment			\$3,847,294.74	\$2,675,073.69	\$2,085,000.00	\$1,702,000.00	\$1,770,000.00	\$12,079,368.43											
Transportation																			
Paving Program	General	Unfunded	\$285,000.00	\$285,000.00	\$285,000.00	\$285,000.00	\$285,000.00	\$1,425,000.00											
Sidewalk Replacement Program	General	Unfunded	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$250,000.00											
Replacement Ford F-150 Pickup	General	Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00											
Replacement Mower #188	General	Unfunded	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,000.00											
Replacement Mower #775	General	Unfunded	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00											
Total Transportation			\$404,000.00	\$354,000.00	\$335,000.00	\$335,000.00	\$335,000.00	\$1,763,000.00											
Total Capital Improvements			\$4,251,294.74	\$3,029,073.69	\$2,420,000.00	\$2,037,000.00	\$2,105,000.00	\$13,842,368.43											

- Added statement of purpose
- Schedule of Capital Improvements
- Policy 1.4.3 has been completely rewritten.
- Goal # 2 has been eliminated

Comprehensive Plan 2045 Update

INTERGOVERNMENTAL COORDINATION ELEMENT

This Element focuses on establishing and maintaining effective coordination to address multi-jurisdictional issues of concern.

Volusia County Economic Development
March 08, 2023

KEY UPDATES OF THE ELEMENT



- Added a statement of purpose.
- Updated and removed language.
- Removed Policy 1.2.3
- Removed Policy 2.1.5

Comprehensive Plan 2045 Update

PUBLIC SCHOOL FACILITIES ELEMENT

This Element focuses on coordinating with the Volusia County School District to provide and maintain a public education system which meets the needs of Volusia County's current and future populations.



KEY UPDATES OF THE ELEMENT

- Added information stating the purpose of the element.
- Removed Policy 2.1.3
- Updates to language including deletions of outdated language.
- Added elementary school concurrency area map.

Comprehensive Plan 2045 Update

PROPERTY RIGHTS ELEMENT

This Element focuses on ensuring that private property rights are considered in local decision-making.

KEY ASPECTS OF THE ELEMENT

- Added statement of purpose.
- No other proposed changes.



Comprehensive Plan 2045 Update

Next Steps

- ❑ Planning Board Comprehensive Plan amendments public hearing.**
- ❑ City Commission Comprehensive Plan amendments public hearing, 1st reading – transmittal.**
- ❑ Transmit to state agencies, Volusia County Growth Management Commission and abutting jurisdictions.**
- ❑ To be determined – City Commission Comprehensive Plan amendments public hearing, 2nd reading – adoption of amendments.**

CITY OF HOLLY HILL



CITY COMMISSION ————— PLANNING AND APPEALS

Roland Via, Mayor	Michael Myer, Chair
John Penny — District 1	Phillip Wiggins, Vice Chair
Rick Glass — District 2	Christopher P. Kiley
Mark Reed — District 3	J.D. Millette
Elisabeth Towsley — District 4	John Sterling

ADMINISTRATION

Dr. Oel Wingo, City Manager

COMMUNITY DEVELOPMENT DEPARTMENT

Doug Gutierrez, AICP, Community Development Director

OTHER CONTRIBUTORS

Christopher Hurst, Public Works Director
Jackie Maswary, GIS Coordinator
Mark Barker, Chief of Police
Ronald Spencer, Fire Chief
Joseph Levrault, Chief Building Official
Kurt Swartzlander, Finance Director

2010

COMPREHENSIVE PLAN
ADOPTED
September 2010

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CHAPTER 1 FUTURE LAND USE ELEMENT

INTRODUCTION

The Future Land Use Element is considered the key element of a comprehensive plan. It expresses the City's goals, objectives and policies regarding the development and redevelopment of land. Such factors as location, density or intensity and timing of the various types of land use are addressed in these goals, objectives and policies.

The Future Land Use Element establishes the pattern of land uses and location of urban growth for the City of Holly Hill through ~~2025~~ 2045. It identifies locations in the City of Holly Hill where various land uses and intensities of use will be permitted to occur in the future. It establishes and articulates broad policy in keeping with the traditional role of the comprehensive plan as a framework for future development.

The Future Land Use Element reflects previously adopted plans, current development trends, established land uses, and zoning patterns. Upon adoption, the Future Land Use Element sets forth the City's policy regarding future zoning and land use patterns. The major goal of the Future land Use Element is to achieve the highest quality of life for all the residents of the city, its visitors and businesses by managing growth in a manner that is consistent with sound social, economic, fiscal, and environmental principles. This element reflects existing urban service capacities and constraints, and it also establishes locations where future service improvements will follow.

Coordination of the Future Land Use Element with other elements of the Plan is essential to ensure that sewer and water facilities, roads and other services and facilities necessary to support new developments are in place concurrent with the impacts created by those new developments.

Regarding public infrastructure, the areas adjacent to existing public infrastructure will be the primary areas for future infrastructure development. Expansion of existing facilities in a fiscally and environmentally appropriate manner will be the primary objective. The intent is to maximize efficiency of urban services through compact development and utilization of existing development and facilities for planned developments otherwise consistent with the City of Holly Hill Comprehensive Plan.

In addition to encouraging development near existing or planned public facilities, areas that are outside the proposed development areas or contain environmentally sensitive or historical attributes will receive special attention to ensure proper management of the City's natural and historic resources.

The Future Land Use Element contains all the material required by Section 163.3177(6)(a), (F.S.) ~~and Section 9J 5.006, Florida Administrative Code (F.A.C.)~~ which establish the minimum requirements for the content of the Future Land Use Element. The adopted components of the Future Land Use Element include the Goals, Objectives and Policies and the Future Land Use Map ~~presented as Map I-1.~~

PLANNING GUIDELINES

The preparation of this Future Land Use Element was directed by the following planning guidelines:

- A. Develop and maintain an urban form that gives the community a sense of identity and uniqueness;
- B. Develop and maintain the city as an attractive, comfortable and safe place to live;
- C. Ensure that residents of the city will have an opportunity to earn a reasonable income;
- D. Protect, enhance and conserve the area's natural resources for the beneficial use by present and future residents;
- E. Promote a broad range of recreational, employment and social activity choices for all residents;
- F. Provide a high quality level of public services for all residents at a minimum cost;
- G. Promote opportunities for communication and interaction among residents of the community; and
- H. Promote the development of the city as a vital and integral element of the region.

THE FUTURE LAND USE PLAN

This section of the Future Land Use Element presents the specific objectives and policies of the city relative to the type, intensity, pattern and timing of future land use and development. A key component of this Future Land Use Plan is the Future Land Use Map [Figure H-6, located at the end of this chapter](#), which graphically depicts the objectives and policies that cannot be clearly stated in the text. The text and the map should be taken together as a whole when evaluating the appropriateness of any land use proposal or regulation.

General Guidelines and Principles - [The following general guidelines and principles serve as the basis for relating the findings of the Inventory and Analysis to the written objectives and policies, as well as the Future Land Use Map.](#) The [following](#) guidelines and principles should not be enforced as objectives and policies of the city, but should be reviewed as necessary to evaluate the reasonableness or appropriateness of the city's adopted objectives and policies.

1. *Concentration of Industrial and Commercial Development along a North-South Corridor formed by the Florida East Coast Railway and U.S. Highway 1.*

Industrial and commercial uses have been concentrated along [the longitudinal axes following](#) the FEC Railway and U.S. 1. The industrial concentrations have been located along the railroad using existing industrial development as a base. An attempt has been made, whenever possible, to buffer the industrial area from existing and proposed residential areas. A canal running from 11th Street to the south City limits has been used as a major buffer [as has been a proposed service road north of 11th Street](#). Elsewhere, a graduation of heavy to light industrial use has been indicated to reduce the conflict between industrial and other land uses.

Along U.S. 1 commercial uses reflecting existing development dominate the land use pattern. Some residential uses in the form of mobile homes and apartments do interrupt this pattern. Some recreational and civic uses are also found here. Though much of the

commercial development is retail or auto related, the commercial area along U.S. 1 from Flomich Street to the north City limit is generally retail and professional offices.

2. *The Encouragement and Retention of the Residential Character Along the West Side of Riverside Drive from Third Street North to the City Limits.*

Riverside Drive from ~~Third~~ 3rd Street to the north City limit line is a narrow, two-lane roadway with limited traffic carrying capacity. The adjoining area is, with one minor exception, residential in character. Homes along this drive occupy some of the largest "estate type" lots in the city; and several of the houses date from the turn of the century. The exception to this low-density residential character is the city's "first shopping center" built in the mid 1930's across from what is now Sunrise Park. While the existing shopping center should be allowed to remain and prosper, no expansion of that area and no new commercial areas should be allowed in this segment of Riverside Drive.

3. *Redevelopment is crucial to arresting further deterioration and allowing the city to achieve its potential.*

The City Commission recognizes the importance of redevelopment and has adopted a long-term redevelopment strategy to accomplish this purpose. A key component of this strategy is the ~~formation of public-private partnerships~~ creation of a community redevelopment area to direct and coordinate the expenditure of public and private investment.

Redevelopment efforts will be focused in a defined geographic area – the designated community redevelopment area – and will address problems of obsolete and dysfunctional lot layouts, vacant and underutilized properties, inadequate sidewalks and other public infrastructure, drainage, aesthetics, and market position.

GOALS, OBJECTIVES AND POLICIES - FUTURE LAND USE ELEMENT

GOAL 1 - THE GROWTH AND DEVELOPMENT OF HOLLY HILL SHALL BE MANAGED CONSISTENT WITH THE NEED TO PROMOTE ECONOMIC BENEFIT AND THE ENJOYMENT OF NATURAL AND MAN-MADE RESOURCES BY THE CITIZENRY, WHILE MINIMIZING THE HAZARDS AND NUISANCES OF INCOMPATIBLE LAND USES, OVERCROWDING, AND DEGRADATION OF THE ENVIRONMENT.

Objective 1.1 - No use or development of land shall occur in Holly Hill except in conformance with the adopted Future Land Use Plan.

Policy 1.1.1 - The City's zoning and subdivision regulations and other land use and development regulations shall be utilized as a means of ensuring conformance with the Future Land Use Plan.

Policy 1.1.2 - The density or intensity of development permitted in each of the land use categories indicated on the city's Future Land Use Map shall be consistent with the following standards:

- ~~Low density residential development the number of dwelling units shall not exceed 6 per net acre (exclusive of streets, utility and drainage rights-of-way and other non-residential land areas).~~

LOW-DENSITY RESIDENTIAL (LDR) - This designation is characterized by detached single-family dwelling units (site built or modular) and both agricultural and conservation land uses. A maximum density of 6 dwelling units per net acre shall be permitted. Net acreage is gross acreage exclusive of streets, utility and drainage easements or rights-of-way, and stormwater management systems such as retention ponds, and existing bodies of water.)

Maximum Floor Area Ratio for permitted institutional uses: 0.25

- ~~Low-medium density residential development the number of dwelling units shall not be more than 10 per net acre.~~

LOW-MEDIUM DENSITY RESIDENTIAL (LMDR) – This designation allows detached and attached moderate density housing types. The maximum density for this land use category shall be 10 dwelling units per net acre.

Maximum Floor Area Ratio for permitted institutional uses: 0.35

- ~~Medium density residential development the number of dwelling units shall be more than 6 but fewer than 20 per net acre.~~

MEDIUM-DENSITY RESIDENTIAL (MDR) – This designation allows detached and attached moderate density housing types. The maximum density for this land use category shall be 20 dwelling units per net acre.

Maximum Floor Area Ratio for permitted institutional uses: 0.35

HIGH-DENSITY RESIDENTIAL (HDR) – The HDR designation allows a maximum of (40) units per units/acre - to be applied to existing areas developed

in this density range and to properties with direct access to an arterial or collector roadway. The maximum density may be increased by a factor of fifty (50) percent through Planned Unit Development approval employing a density bonus concept. Minimum parcel size is two (2) acres or a minimum of three (3) acres if developed as a Planned Unit Development (PUD). The density bonus of up to 50% per acre may be allowed for innovative and high-quality design. Density bonuses may be considered for proposals containing the following types of features: parcel aggregation, enhanced landscaping along public right-of-way, reduced impervious surface, on-site recreational amenities/open space, and use of innovative imagery and architectural guidelines.

Mobile Home Park (~~MHP~~ ~~s-and-subdivisions~~) - the number of dwelling units shall not be more than 6 per gross acre.

GENERAL COMMERCIAL (GC) – This designation allows for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, offices, restaurants, and other commercial services. This land use should be located at the intersections of major roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is a floor area ratio of 1.95 except for properties fronting Ridgewood Avenue where a ratio of 4.55 may be permitted. To encourage mixed-use development, commercial and office development within the General Commercial land use category, this designation may also include a multi-family styled residential component on parcels of land 2 acres or more. The residential portion of the development shall not be the primary use. The following incentives may be allowed in negotiating the development agreement for any mixed office/residential project: reduction in parking spaces; reduction in road impact fees; and increased building heights. The residential density shall not be less than 20 du/acre or exceed 35 units/acre as part of mixed-use land development. Maximum intensity of commercial and/or office shall not exceed F.A.R. 0.5. Residential uses shall not exceed 50% of the site area. Execution of a Development Agreement will be required for mixed use projects within the General Commercial land use.

Certain parcels with the General Commercial Development land use shall be restricted to development (commercial use limitation) consisting of mini-warehouse, vehicle/trailer, and outdoor covered storage uses, limited to the traffic generating equivalent of 700 personal storage units and shall only be developed as part of a planned development for a storage unit project encompassing said parcels along with the adjacent parcel on Nova Road currently identified as parcel 42420M000020.

Parcels subject to the commercial use limitation are identified as 424204340220, 424286030260, 424286030250, 424286030240, 424286020060, 424286020070, 424286020050, 424286020040, 424286020030, 424286020011, with the subject parcels and area further legally described and shown in the attachment named “Legal Description of Parcels with Commercial Use Limitation.”

Unless said parcels having the commercial use limitation are developed as part of a planned development storage unit project on the Nova Road parcel currently known as 42420M000020, then such parcels shall not be developable until a future land use amendment to the Comprehensive Plan for such parcels is adopted by the City.

- ~~General commercial development – the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)~~

INDUSTRIAL – This designation allows for a variety of heavy commercial and industrial land uses oriented toward manufacturing, vehicle towing and contractor storage yards, and other industrial uses. This land use should be located with direct access to rail systems, collectors, and arterial roadways, and as infill development where this use is established. The maximum intensity permitted in this designation is a floor area ratio of 1.95.

- ~~Industrial development – the ratio of building floor area to total site area shall not exceed 1.95.~~

INSTITUTIONAL – This designation allows for schools, public uses, churches, government facilities, hospitals. The floor area ratio shall not exceed 1.95. This land use category can also include areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.

- ~~Schools, churches and institutions – the ratio of building floor area to total site area shall not exceed 1.95.~~

~~Residential based mixed use~~ RESIDENTIAL BASED MIXED USE – this category is established to encourage better integration of residential use and complementary commercial and other non-residential land uses, and to provide property owners with expanded opportunities for redevelopment of blighted and/or underutilized parcels. It provides for the integration of residential, commercial, office, and recreational, uses within a project area. Uses may be mixed vertically in a single building, or horizontally, with uses mixed at ground level throughout the project area on separate legal parcels. Residential densities from 20 dwelling units per acre to 35 dwelling units per acre may be permitted. The City Commission may award residential density bonuses for projects that:

- 1) Exhibit superior design that encourages pedestrian activity and utilization of on-site commercial uses and amenities; and
- 2) Are served by transit, and incorporate transit-friendly design features to promote and facilitate transit use; and
- 3) Consolidate multiple, separately owned parcels under a unified plan of development; and
- 4) Rehabilitate or replace functionally antiquated or dilapidated structures or incompatible uses; and

- 5) Provide squares, plazas, courtyards, esplanades, promenades or other improved open space for use by the general public; and
- 6) Provide enhanced site imagery incorporating special landscaping, fountains, sculptures or other special architectural features. The size of the density bonus shall be determined by the City Commission regarding how well the project satisfies these criteria. The City Commission's determination shall be a quasi-judicial decision made in conjunction with the Commission's review of a Mixed Planned Unit Development (MPUD) Master Development Plan and shall be based on application of the above criteria to the specific and detailed provisions of the Master Development plan. Under no circumstances shall the sum of all bonuses awarded to a project exceed 20 dwelling units per acre. Density bonuses shall not exceed 20 dwelling units an acre.

Commercial and other non-residential development shall be provided at a rate of 15 to 40 square feet gross leasable building floor area for each approved dwelling unit, except that no Residential-Based Mixed Use development shall have less than 5,000 square feet and no more than 100,000 square feet of gross leasable building floor area. At least 75 percent of the total approved gross leasable building floor area shall be reserved for general retail commercial, personal services and professional services in order to provide for some of the frequent needs of the residents of the residential-based mixed use development.

~~Mixed Use-2~~ **GENERAL MIXED USE**: This category allows the following types of land use either singularly or in combination: public, civic, neighborhood commercial, general commercial, office, multi-family residential, limited single-family use as an adjunct to a business use, and lodging. Execution of a Development Agreement with the City will be required whenever a project involves a combination of such uses. ~~Mixed Use-2 General Mixed Use would encourage~~ a mix of medium/high density residential development with on-site office and supporting ~~retail~~ **commercial** uses. The base residential density ~~is would be 20~~ **15** units/acre, but performance standard bonuses would allow a density of up to 35 units/acre for innovative and high-quality design. The density bonuses would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment. **Maximum intensity for commercial uses including office shall not exceed an F.A.R. of 0.5.**

- ~~Mixed Use-3: This category allows the following types of land uses either singularly or in combination: public, civic, neighborhood commercial, general commercial, office, multi-family residential, light industrial, limited single-family use as an adjunct to a business use, and lodging. Execution of a Development Agreement with the City will be required whenever a project involves a combination of such uses. Mixed Use-3 would encourage a mix of medium/high density residential development with on-site office and supporting retail uses. The base residential density would be 10 units/acre, but performance standard bonuses~~

would allow a density of up to 15 units/acre for innovative and high quality design. The density bonuses would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment. "To encourage mixed-use development, commercial and office development within the General Retail Commercial land use category may also include a multi-family styled residential component on parcels of land 2 acres or more. The residential portion of the development shall not be the primary use. The following incentives may be allowed in negotiating the development agreement for any mixed office/residential project: reduction in parking spaces; reduction in road impact fees; and increased building heights. The residential density shall not be less than 20 du/acre or exceed 35 units/acre as part of mixed-use land development. Maximum intensity of commercial and/or office shall not exceed F.A.R. 0.5. Residential uses shall not exceed 50% of the site area.

- ~~High Density Residential – Not fewer than twenty (20) but no more than forty (40) units per units/acre to be applied to existing areas developed in this density range and to properties with direct access to an arterial or collector roadway. The maximum density may be increased by a factor of fifty (50) percent through Planned Unit Development approval employing a density bonus concept. Minimum parcel size is two (2) acre or a minimum of three (3) acres if developed as a Planned Unit Development (PUD). The density bonus of up to 50% per acre may be allowed for innovative and high quality design. Density bonuses may be considered for proposals containing the following types of features: parcel aggregation, enhanced landscaping along public right of way, reduced impervious surface, on-site recreational amenities/open space, and use of innovative imagery and architectural guidelines.~~

Policy 1.1.3 – The following matrix [located in the Additional Information section](#) shall serve as the basis for determining consistency between the future land use categories shown on the Future Land Use Map and zoning districts.

Future Land Use Categories	Zoning Districts																							
	C F	R - 1	R 2	R - 3	R - 4	R - 5	R - 6	R - 7	R - 8	R - 9	R - 10	M X D 2	M X D - 3	B - 1	B - 2	B - 3	B - 4	B - 5	B - 6	C C - 1	I - 1	I - 2	P U D	
Low Density Residential	M	C	C	C	C	C	M	N	N	M	N	N	N	N	N	M	N	N	N	N	N	N	N	M
Low-Medium Density Residential	M	C	C	C	C	C	M	N	N	M	N	N	N	N	N	M	N	N	N	N	N	N	N	M
Medium Density Residential	M	N	N	N	N	N	C	C	C	N	N	N	N	N	N	M	N	N	N	N	N	N	N	M
High Density Residential	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	N	N	N	N	N	C
Mobile Homes	M	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	N	N	N	N	N	N	M
General Commercial	M	N	N	N	N	N	N	N	N	N	N	M	N	C	C	C	C	C	C	C	C	N	N	M
Wholesale Commercial and Industrial	M	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	M	
Churches, Schools & Institutions	M	M	M	M	M	N	M	M	N	N	N	N	N	M	M	M	M	M	M	M	N	N	M	
Recreation and Open Space	C	M	M	M	M	M	M	M	M	N	N	N	N	M	M	M	M	M	M	M	M	M	M	
Conservation	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	M	
Residential-Based Mixed Use	N	N	N	N	N	N	N	N	N	N	M	M	N	N	N	N	N	N	N	N	N	N	C	
General Mixed Use II	N	N	N	N	N	N	N	N	N	N	M	C	M	N	N	N	N	N	N	N	N	N	C	
Mixed Use III	N	N	N	N	N	N	N	N	N	N	M	M	C	N	N	N	N	N	N	N	N	N	C	

Key: “C” indicates the zoning classification is compatible with the future land use category; “M” indicates the zoning classification may be compatible under certain circumstances; “N” indicates the zoning classification is not compatible with the future land use category.

Where PUD Zoning is applied to areas with a Future Land Use designation of “Conservation”, the PUD development agreement must assure that such areas will be protected in accordance with Objectives 1.4 and 1.7 of the Future Land Use Element and other applicable objectives and policies of this Plan. Where zoning classifications with higher densities than the maximum allowed by the future land use classification are indicated as “may be compatible”, compatibility is based on the approved project density being equal to or less than the maximum density allowed by the future land use classification.

Policy 1.1.4 – Public elementary schools, middle schools and high schools shall be considered essential infrastructure, as necessary as roads, potable water and sanitary sewers for the support of residential development.

Public elementary schools, middle schools and high schools shall be considered in the initial planning for residential development.

Public elementary schools, middle schools and high schools shall be permitted in residential and schools, churches, and institutions land use districts. All other public and private schools, which do not necessarily draw enrollment from the immediately surrounding area, shall be permitted in commercial and schools, churches, and institutions land use districts.

Proposed school sites shall be located away from industrial uses, railroads, aircraft landing strips and similar land uses to avoid noise, odor, dust, and hazards.

~~In order to~~ **To** minimize potential adverse impacts resulting from traffic and school yard noise, proposed school sites shall be located away from, or shall be buffered from, hospitals, adult communities, nursing homes, and similar uses.

Proposed public school sites shall be centrally located within their intended attendance zones, to the extent possible, and be consistent with walking and bus travel time standards. An exception to this central location policy may be allowed for high schools, because the large land area they require is usually not available at the preferred location.

Proposed school sites shall be sufficiently large to ensure that buildings, ancillary facilities, and future expansions can be located away from flood plains, flood prone areas, wetlands, and other environmentally hazardous areas, and will not interfere with historic or archaeological resources.

Proposed school sites shall be easily accessible without creating or contributing significant hazards for pedestrians, bicyclists, and motorists, and without significantly increasing the volume of traffic on residential neighborhood streets.

Essential public utilities, including potable water, sanitary sewer and stormwater management facilities, shall be available at the site or shall be provided on site at the expense of the School Board.

High schools shall conform to the following location criteria:

1. Principal access shall be directly by way of an arterial road or collector road (access shall not be by way of a local street);
2. The site shall be adjacent to existing or planned sidewalks and bikeways extending a minimum distance from the school site necessary to ensure reasonable student safety. If no sidewalks exist adjacent to the school site, the City shall coordinate with the School Board and/or Volusia County to ensure that the construction of off-site sidewalks will occur prior to the opening of the school.

Elementary schools and middle schools shall conform to the following location criteria:

3. Principal access to elementary school sites shall be directly by way of a collector road or arterial road, or at least two local streets;
4. Elementary and middle school sites shall be adjacent to at least 2 existing or planned sidewalks extending a minimum distance from the school site necessary to ensure reasonable student safety. If no sidewalks exist adjacent to the elementary or middle school site, the City shall coordinate with the School Board and/or Volusia County to ensure that the construction of off-site sidewalks will occur prior to the opening of the school.

To the greatest extent possible, schools shall be collocated with public facilities, such as parks, libraries, and community centers.

Policy 1.1.5 – In considering the rezoning of properties or the approval of site development plans, the City is both authorized and compelled to consider not only whether a particular proposal is consistent with the use and density aspects of the comprehensive plan, but also whether the proposal is consistent with the compatibility and other concerns of the plan. Where a proposed rezoning or site

development plan fits within the upper range of uses or densities permissible under the comprehensive plan, but is inconsistent with the plan's other concerns, the City is authorized to deny a proposal or require a reduction in density or use to achieve consistency with all aspects of the comprehensive plan.

Policy 1.1.6 – The Residential-Based Mixed Use land use classification may be applied only to properties that are 50 percent or more within the City's Community Redevelopment Area.

Policy 1.1.7 – The Residential-Based Mixed Use land use classification may be applied only to properties with frontage on a principal or minor arterial road.

Policy 1.1.8 – No development shall be approved on properties designated as Residential-Based Mixed Use except through City Commission approval of a Mixed Planned Unit Development (MPUD) Master Development Plan that prescribes the proposed types of uses, density and intensity of development, points of ingress and egress and general on-site circulation arrangements for vehicular and pedestrian traffic, maximum building height, minimum project perimeter setbacks, minimum building spacing, general site layout, recreational amenities, and general provisions for potable water and sanitary sewer service and stormwater management. When density bonuses are awarded for particular design characteristics or features to be provided by the developer, then the Master Development Plan shall include appropriate assurances that said design characteristics and/or features will be provided.

Policy 1.1.9 – To the greatest degree feasible and practical, developments on properties designated as Residential-Based Mixed Use shall include: 1) an interconnected network of streets, sidewalks and/or other travel ways designed to encourage walking and bicycling; 2) appropriate densities and intensities of use within walking distance of transit stops; 3) basic services and facilities within walking distance of residences, allowing independence to persons who do not drive; 3) public uses, streets, and squares that are safe, comfortable, and attractive for the pedestrian, with adjoining buildings open to the street and with parking not interfering with pedestrian, transit, automobile, and truck travel modes.

Policy 1.1.10 – On properties designated as Residential-Based Mixed Use, permitted commercial and other non-residential uses may include retail, personal services, professional services, financial services, office, and entertainment and dining establishments. Additional uses which may be considered appropriate if they will directly serve the anticipated needs of the residents of the Residential-Based Mixed Use project include accessory boat docks, group homes, and adult and child day care facilities. The following uses are specifically prohibited: vehicle sales, service, and repair businesses; wholesale commercial activities; warehousing, storage and distribution facilities; tattoo parlors; labor halls; adult entertainment establishments; blood banks and blood plasma centers; and bars not accessory to a restaurant. Where appropriate, businesses shall be oriented toward the street to encourage and facilitate pedestrian access.

Objective 1.2 - The City shall review and when necessary, revise its land use and development regulations annually to guide and direct development to be consistent with the Comprehensive Plan and to comply with the requirements of Section 163.3202, F.S.

Policy 1.2.1 - Such regulations shall promote the pattern of land use and development expressed by the City's adopted Future Land Use Map.

Policy 1.2.2 - Such regulations shall be consistent with the density and intensity standards indicated in Policy 1.1.2.

Policy 1.2.3 - Such regulations shall contain appropriate performance standards for:

- a) Maintaining adequate buffers and transitions between potentially incompatible land uses; and
- b) Preserving open space and protecting trees and other significant vegetation; and
- c) Promoting safety and security with appropriate building setbacks, orientation, lighting, and access; and
- d) Protecting significant historic and archaeological sites and structures.
- e) Protecting public potable water supply wells from contamination.

Policy 1.2.4 - Such regulations shall ensure that the subdivision of land results in lots that are:

- a) Adequately sized for the intended use;
- b) Safely and conveniently accessible from the public road network;
- c) Provided with adequate transportation networks, potable water, sanitary sewer, and stormwater management facilities; and
- d) Arranged to minimize potential conflicts with nearby incompatible uses or to promote interaction with nearby compatible uses, if appropriate.

Policy 1.2.5 - In order to minimize land use conflicts, the use of a street, particularly a local street, as a boundary line between residential and commercial or industrial land uses shall be avoided. Whenever possible, a rear property line or physical barrier such as a railroad or canal shall be used as a barrier between such potentially incompatible uses.

Policy 1.2.6 - Access to and traffic circulation within new residential developments shall be arranged to promote social interaction with other residential areas, and to facilitate convenient access to nearby commercial and recreational locations without encouraging commercial traffic to flow through such residential areas.

Policy 1.2.7 - Access to and traffic circulation within new commercial and industrial developments shall be arranged to discourage the flow of commercial traffic through nearby residential developments.

Policy 1.2.8 - Such regulations shall ensure that new and replacement signs shall adhere to the community standard for aesthetics and minimize confusion that results from visual disarray, while allowing reasonable identification and promotion of businesses.

Policy 1.2.9 - Such regulations shall ensure that new development and redevelopment will provide on-site stormwater management consistent with the objectives and policies of the Drainage Sub-element.

Policy 1.2.10 - Such regulations shall ensure that new development and redevelopment will provide landscaped open space as needed to minimize conflicts between incompatible uses, to prevent overcrowding, to reduce the potential for the spread of fire, to maintain air circulation, and to promote an attractive, open community appearance.

Policy 1.2.11 - Such regulations shall ensure that new development and redevelopment will provide adequate on-site vehicular parking and safe and convenient on-site traffic circulation.

Policy 1.2.12 - The City shall promote superior design for new development and redevelopment, and the inclusion of special amenities through the use of innovative development techniques which may include planned-unit development, mixed use development, cluster development, transfer of development rights, and density and intensity bonuses.

Policy 1.2.13 – Such regulations shall allow public and quasi-public facilities, including private and public schools, churches, nursing homes, adult congregate living facilities, public service and safety facilities, day care centers, parks and recreation facilities, and similar uses, in areas designated on the Future Land Use Map for residential development, when those public and quasi-public uses will directly support nearby residents. However, such public and quasi-public facilities shall be permitted in residential areas only with appropriate limitations to prevent their over concentration and to minimize land use conflicts.

Policy 1.2.14 – New development projects shall include buffers along all project boundaries between incompatible land uses. In particular, the City shall maintain and enforce land development regulations that provide buffers between: 1) single family residential development and multi-family residential development; 2) commercial development and residential development; and industrial development and residential development. Such buffers shall be adequate to maintain interference between incompatible uses within reasonably tolerable levels, and shall include a landscaped area, a visual screen and a building setback.

Policy 1.2.15 – The City shall enact and enforce zoning and other land development regulations in such a way as to provide transitional uses between areas of widely disparate land use density or intensity.

Policy 1.2.16 – The City shall require that the water supply production facilities and C.U.P. capacity is available for new site plans and/or subdivision developments, prior to the issuance of development orders.

Policy 1.2.17 – Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may

apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

Policy 1.2.18 – The City shall maintain architectural standards for the new development and redevelopment of existing buildings in the CRA overlay district.

Policy 1.2.19 –Innovative land development regulations which may include planned developments, mixed use land use development techniques, form based regulations and redevelopment plans for the Community Redevelopment Area, shall be encouraged where appropriate.

Policy 1.2.20 - The City will encourage the elimination and inconsistent non-conforming uses through its Land Development Regulations. Uses inconsistent to the Comprehensive Plan shall be brought into conformance with a change of use or when they have been vacant for six months or longer.

Policy 1.2.21 The City shall continually review existing zoning regulations to incorporate requirements that would help reduce the impact that a highly intensive use would have on a less intensive use.

Objective 1.3 - On lands designated by the Future Land Use Plan for Conservation or Open Space, no new development, nor expansion or replacement of existing development shall be permitted.

Policy 1.3.1 - The City shall review existing Federal, State, and local regulations to determine what Conservation and Open Space designated lands are not already adequately protected.

Policy 1.3.2 - Where additional protection of Conservation and Open Space areas is required, the City shall enact appropriate land development regulations and management techniques to preserve such areas, including "transfer of development rights", cluster development, purchase of development rights, etc.

~~**Objective 1.4 – Preserve intact a minimum of ten percent (10%) of the existing Hardwood Hammock vegetation community within the City limits.**~~

~~**Policy 1.4.1** – Encourage developers of 10-acre and larger projects to preserve ten percent (10%) or more of the on-site Hardwood Hammock vegetative community by offering density bonuses, cluster development alternatives and other incentives.~~

~~**Policy 1.4.2** – Preserve Hardwood Hammock vegetation on City-owned properties.~~

Objective 1.5 - Limit development as necessary to maintain the level of service standards adopted as part of the Capital Improvements Element of the City's Comprehensive Plan.

Policy 1.5.1 - The City shall ensure that public facilities and services will be available concurrent with impacts of development, or that development orders and permits are specifically conditioned on the availability of facilities and services necessary to serve the proposed development at the adopted level of service standard.

Policy 1.5.2 - The City shall continue to enforce the adopted "concurrency management program".

Objective 1.6 - Future development and redevelopment activities shall be directed away from areas depicted on the Future Land Use Map as "Conservation", where

such activities are not compatible with soils, topography, potential flood hazard and other natural conditions.

Policy 1.6.1 - The City's land development regulations have been revised to restrict or prohibit development and redevelopment activities (including land clearing) in areas depicted on the Future Land Use Map as "Conservation" for reasons of extreme soil wetness or instability, high potential for flooding, high suitability for habitat of threatened or endangered species known to inhabit the area, or other any other reasons.

Objective 1.7 - Residential development densities shall be maintained at a level consistent with the limit determined by the latest Volusia County's hurricane study that can be safely accommodated within the coastal area.

Policy 1.7.1 - The density and extent of residential development, as outlined by the Future Land Use Map, are within the limits determined by Volusia County's Comprehensive Emergency Management Plan that can be safely accommodated in the "Evacuation Area 'C'" for a category 4/5 hurricane. The density and extent of residential development shall not be increased without first determining that the population can be evacuated before the arrival of tropical storm force winds.

Policy 1.7.2. Limit growth of the city's population as necessary to ensure that the population residing within the area designated in Volusia County's Comprehensive Emergency Management Plan as "Evacuation Area 'C'" for a category 4/5 hurricane can be safely evacuated before the arrival of tropical storm force winds (winds >39 mph).

Objective 1.8 - The City shall ensure the availability of suitable land for utility facilities necessary to support existing and future development as outlined by the Future Land Use Element.

Policy 1.8.1 - The City shall continue to enact land use development regulations which require dedication of adequate land area in new developments for the provision and maintenance of utility facilities needed to serve such developments.

Policy 1.8.2 - The City shall continue to enact land use and development regulations which allow essential utility uses and structures as permitted uses throughout the City. Essential utility uses and structures shall be defined as publicly owned or regulated utility distribution systems for gas, water, sewer, telephone, television, radio or electricity of 230 kilovolts or less including poles, wires, mains, drains, sewers, pipes, conduits, cable towers, and antennas 70 feet or less in height, and other similar equipment and accessories which are necessary for furnishing of service by such public utilities, but not including electric power plants, substations, water tanks, gas transfer stations, and water and sewage treatment plants, buildings, and municipal water supply wells.

Policy 1.8.3 - Upon notification by any public or private utility company of a need for a site for any utility facility intended to provide service to the residents or businesses of Holly Hill, the City shall include consideration of such facility in the Comprehensive Plan.

Objective 1.9 – The City shall promote urban infill development and redevelopment in areas where public facilities and services are available.

Policy 1.9.1 – The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Objective 1.10 - The City shall protect the environmental resources of the Halifax River by regulating boating impacts.

Policy 1.10.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.

Policy 1.10.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.

Policy 1.10.3: The City shall prohibit boating service or storage operations which provide commercial “dry storage” for motorized boats along the Halifax River shoreline.

Policy 1.10.4: Continue to enforce the Volusia County Manatee Protection Plan.

Policy 1.10.5: Future Marina Development shall be consistent with the adopted Volusia County Manatee Protection Plan.

Policy 1.10.6: The City shall actively participate and comply with the monitoring and protection policies of the Volusia County Protection Plan.

GOAL 2 - THE CITY SHALL ENSURE ADEQUATE MANAGEMENT OF FUTURE DEVELOPMENT THROUGH THE CONTINUED REVIEW OF EXISTING REGULATIONS.

Objective 2.1 – Concurrency: The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

Policy 2.1.1 - Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development. ~~in accordance with the Concurrency Management System.~~

Policy 2.1.2 - Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.

Policy 2.1.3 - Require that water supply, production facilities and C.U.P. capacity is available for new site plan and/or subdivision developments, prior to issuance of development orders.

Objective 2.2 – Future land use designations, requests for rezoning, and development approval shall be in accordance with smart growth principals to foster a sense of community including:

- Creating a range of housing opportunities;
- Creating walkable neighborhoods;
- Encouraging stakeholder collaboration;
- Fostering a sense of place;
- Promoting mixed land uses;
- Preserving open space, and agricultural and environmentally sensitive lands;
- Providing a variety of transportation choices;
- Directing development towards existing public facilities; and
- Promoting compact building design.

Policy 2.2.1 - Encourage development projects to include homes affordable to a diversity of income ranges.

Policy 2.2.2 - Ensure opportunities for meaningful stakeholder participation throughout all stages of planning and policy implementation.

Policy 2.2.3 - Maintain a sense of place by preserving the character of historic ~~districts and~~ areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.

Policy 2.2.4 - Maintain a sense of community through the landscaping of parks, recreation areas and medians as well as the City's CRA overlay district.

Policy 2.2.5 - Encourage a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land in the Community Redevelopment Area.

Policy 2.2.6 - Direct future growth away from environmentally sensitive areas.

Policy 2.2.7 - Expand transportation choices by ensuring an efficient network of roads, sidewalks, and bike paths that are safe for pedestrians, bicyclists and vehicular traffic.

Policy 2.2.8 - Promote shared driveway access, shared parking spaces, and coordinated site plan designs to avoid new commercial strip development.

Policy 2.2.9 - Promote environmental protection, reduced natural resource consumption and energy management into the design and construction of buildings.

Objective 2.3 - Promote compact, mixed-use, and energy efficient development arranged to encourage pedestrians, bicycle and transit use, to reduce greenhouse gases (GHGs).

Policy 2.3.1 - The City shall seek opportunities to implement green and sustainable initiatives regarding, but not limited to, carbon footprint reduction, water and conservation and reuse, recycling, waste and energy reduction, reuse of resources, greater operational efficiency, land use and transportation practices, multi-pollutant prevention, and environmental improvements.

Policy 2.3.2 - Develop an Energy Efficiency and Conservation Strategy and an Energy Conservation Master Plan in accordance with the Energy Efficiency and Conservation Block Grant Program to develop City GHGs

emissions baseline data, to set GHG emission goals and develop strategies to reduce greenhouse gases.

Policy 2.3.3 - Promote technology to change and adapt the heating, cooling, insulation, ventilation, and lighting systems of structures to achieve greater energy efficiency.

Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

Policy 2.3.5 - Encourage integration of passive solar design, green roofs, active solar and other renewable energy sources into development projects through the Land Development Regulations.

Policy 2.3.6 - Encourage urban design strategies that maximize use of renewable, sustainable, active and passive sources of energy design in architecture.

Policy 2.3.7 - Encourage food production for local consumption to reduce VMTs, thereby reducing GHG, by encouraging farmers markets and community gardens.

Policy 2.3.8 - The potential for reducing Vehicle Miles Traveled (VMTs) and GHG emissions shall be considered in all location and investment decisions for public facilities.

Policy 2.3.9 - Promote the redevelopment of brownfield and grey-field sites to reduce VMTs to reduce pressures for greenfield development.

Policy 2.3.10 - Support technology and business practices that enable people to reduce VMTs from home to work, including increased flexibility for home office uses.

Policy 2.3.11 - Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage community residents and business owners to invest in energy-efficiency improvements through community outreach efforts, such as the City's Website.

Policy 2.3.12 - Encourage design techniques and materials that reduce heat absorption, thereby reducing the heat island effect.

GOAL 3. PROTECTION OF NATURAL AND HISTORIC RESOURCES THE CITY SHALL ENSURE THAT PLANNING AND DEVELOPMENT POLICIES MANAGE, CONSERVE, AND PROTECT THE NATURAL, SCENIC AND HISTORIC RESOURCES AND ENVIRONMENTAL QUALITY OF THE CITY.

Objective 3.1 - To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Holly Hill

Policy 3.1.1 - To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Holly Hill, the city adopted the Environmental Core Overlay or "ECO" Map by resolution.

Policy 3.1.2 - The City supports the adopted smart growth goals, objectives and policies of the County's Comprehensive Plan and will actively participate with Volusia County and local jurisdictions in the further development of policies that serve to manage future development that occurs within developable tracts of the adopted ECO Map.

Objective 3.2 - The historical sites and structures identified in the City's historical inventory shall be protected from encroachment by incompatible land use activities.

Policy 3.2.1 - Future development and redevelopment activities in the areas surrounding the historical sites and structures identified in the City's historical inventory shall be maintained as single family development to ensure a reasonable degree of compatibility with those historical sites and structures.

Policy 3.2.2 - The City shall continue to ensure that all historical sites and structures eligible for inclusion on the National Register of Historic Places will be submitted to the U.S. Department of the Interior for inclusion on the Register.

Policy 3.2.3 - Adaptive reuse of historic structures in a manner that will preserve the historic value of such structures shall be given priority over reuse and redevelopment that would reduce their historic value.

Policy 3.2.4 - The City shall continue, with voluntary assistance from historians and archeologists as may be available, to identify significant historic sites and structures.

~~**Policy 3.2.5** - The City shall create historic preservation ordinance that protects historic landmarks by 2011~~

~~**Policy 3.2.6** - The City shall review and amend its Land Development Regulations as necessary to implement the historic preservation ordinance by 2012~~

~~**Policy 3.2.7** - The City shall designate a historic preservation overlay district by 2012.~~

~~**Policy 3.2.8** - The City shall create a Local Landmark List by 2013 and engage the Historical Society to identify and designate historically significant sites and buildings~~

GOAL 4. THE COMMUNITY REDEVELOPMENT AREA (CRA) MASTER PLAN WAS FIRST ADOPTED IN 1996 AND UPDATED IN 2007 AND AGAIN IN 2025. UPDATE WAS ADOPTED BY THE CITY COMMISSION ON OCTOBER 23, 2007. THE PLAN REPRESENTS THE CITIZENS' VISION FOR REDEVELOPMENT AND GROWTH. THE VISION ENCOMPASSES THE FOLLOWING THEMES. THE PLAN ADDRESSES A WIDE RANGE OF ISSUES INCLUDING INFILL DEVELOPMENT, RECREATION, LAND DEVELOPMENT REGULATIONS, STREETScape IMPROVEMENTS, AND PUBLIC PARKING. FUTURE DEVELOPMENT, REDEVELOPMENT, AND CITY CAPITAL INVESTMENT IN THE REDEVELOPMENT AREA SHALL BE CONSISTENT WITH THE MASTER PLAN, AS AMENDED.

Objective 4.1. Development and redevelopment regulations. Acknowledging that development and redevelopment in the Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall

continue developing regulations that promote development consistent with the recommendations of the adopted Master Plan.

Policy 4.1.1 - The City shall amend the Land Development Regulations to create and maintain a set of urban design standards specific to the redevelopment area that place greater emphasis on elements of building form over specific design style and use, including building bulk, placement of the building relative to the street, and specific components of the building façade.

Policy 4.1.2 - In the Redevelopment Area only, building orientation for vacant sites shall be close to the street with “build to” lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.

Policy 4.1.3. New developments which build residential medium or high density infill housing, either as stand-alone or incorporated into mixed use projects are encouraged.

Policy 4.1.4 - The Land Development Regulations shall be amended and maintained to allow urban style signage within the commercial areas of the Community Redevelopment Area stressing wall, canopy, and projecting signs as opposed to pole and ground signage.

Policy 4.1.5 -New Development and redevelopment where the building is substantially removed (>50% of floor area), the building shall be set at the build-to-line. ROW dedication or a private easement for increased sidewalk shall be required. Development may be placed behind the build-to-line if an outdoor café or courtyard is planned.

Objective 4.2. The City shall utilize Tax Increment Financing to develop infrastructure and capital projects to further the Redevelopment Plan.

Policy 4.2.1. The City shall evaluate stormwater needs in the Community Redevelopment Area and implement a program of public retention areas to support intensive redevelopment of existing sites whenever practical.

Policy 4.2.2. Financial assistance programs shall be designed and implemented to further the implementation of the vision expressed in text and renderings contained in the Redevelopment Master Plan .

Policy 4.2.3 - The City shall continually assess and implement a streetscape program along Ridgewood Avenue (US 1) and other major roadways in the Community Redevelopment Area. The streetscape program should include street trees, way-finding signage, and street furniture.

Policy 4.2.4 - The City shall continue to review and improve the public park facilities in the Redevelopment area and provide a full range of recreational opportunities.

Policy 4.2.5 - The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Community Redevelopment Area.

Policy 4.2.6. The City shall continue to work with organizations such as, the Chamber of Commerce as well as business and property owners to implement capital projects in Master Plan Update.

Objective 4.3 Promote effective energy management practices in the Community Redevelopment Area.

Policy 4.3.1 Encourage an urban design pattern in redevelopment areas, where appropriate, that will reduce vehicle miles travelled among trip destinations.

Policy 4.3.2. Continue developing new regulations to the land development regulations that will support the development of energy efficient infill and redevelopment of commercial and industrial areas.

GOAL 5. ECONOMIC DEVELOPMENT - TO PROMOTE AND SUPPORT POSITIVE ECONOMIC PROSPERITY BY CONDUCTING STRATEGIC ACTIVITIES DESIGNED TO EXPAND AND DIVERSIFY THE EXISTING ECONOMY AND CREATE ADDITIONAL EMPLOYMENT AND INVESTMENT OPPORTUNITIES.

Objective 5.1. The City shall implement economic development using a number of strategies including a Strategic Economic Development Plan designed to encourage investment in Holly Hill and by being proactive in business retention, expansion, and attraction.

Policy 5.1.1. - The City shall maintain a working relationship with the Holly Hill business community and update economic development assistance programs as necessary.

Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

Policy 5.1.3. - The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.

Policy 5.1.4 - The City shall continue to collect, analyze and disseminate relevant economic data and information in order to develop effective programs, projects, and activities to achieve its economic development goals.

Policy 5.1.5 - The City shall coordinate marketing strategies to attract regional, national, and international companies to the City.

Policy 5.1.6 - The City shall identify and recruit industries involved in the “Green” sustainable energy related research, development, and manufacturing industries.

Policy 5.1.7 - The City shall continue to partner with Volusia County and the **Holly Hill local** Chamber of Commerce to promote economic development within Holly Hill.

Policy 5.1.8 - The City shall consider the impacts on neighborhoods and environmental protection as well as job and tax base growth when evaluating proposed development classified as heavy industrial.

Policy 5.1.9 - The City shall see new business location and existing business expansion that are compatible with the City's land use plans and policies.

Objective 5.2 - The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.

Policy 5.2.1 - The City shall promote and create financial and other incentives for redevelopment of the community redevelopment and development areas, considering in particular opportunities for adaptive reuse and for small business on infill sites.

Policy 5.2.2 - The City shall assist development to understand and use the Brownfields Redevelopment Program to encourage redevelopment of areas with real and/or perceived environmental contamination.

Policy 5.2.3 - The City shall continue to review and update land development regulations that encourage the redevelopment of areas of the City that have existing infrastructure and are vacant or underutilized.

Objective 5.3 - Planning for Economic Development

Policy 5.3.1 - All City departments shall program funding for the maintenance and expansion of infrastructure necessary for business attraction in all areas of the city.

Policy 5.3.2 - All City development-related departments shall regularly evaluate development review procedures to ensure that they are efficient. Inefficient programs and procedures shall be modified consistent with Smart Growth principles to provide certainty in the process with review and approval at the lowest possible level.

Policy 5.3.3 - The City shall regularly evaluate the demand for land designated for economic activity, and the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.

INVENTORY OF EXISTING LAND USES

~~Holly Hill is located on the western shore of the Halifax River in the heart of the Greater Daytona Beach area. It is bounded on the north by the City of Ormond Beach and an urbanized, unincorporated area known generally as the "Calle Grande" area; on the east by the Halifax River; on the south by the City of Daytona Beach; and on the west by the City of Daytona Beach and an urbanized, unincorporated area.~~

~~Residential lands annexed since 1990 accounted for about 26 acres. Commercial and industrial acreage increased by about 68 acres as a result of annexations. About half of the annexed commercial and industrial acreage was already developed at the time of annexation. Conversion of vacant properties to commercial or industrial uses after annexation by the City included about 5 acres.~~

~~Annexations also included the historic Riviera Hotel—about 5 acres, which was recently converted to an assisted living facility for seniors. Redevelopment and expansion of existing development accounted for most commercial and industrial development. This occurred, in part, as a result of the City's efforts to promote redevelopment in the U.S. 1/FEC Railroad corridor.~~

~~Another significant occurrence was the City's approval of a multi-family, "affordable" housing project (Charleston Place) for approximately 225 families which was constructed on the in the northwest quadrant of the City near the intersection of Nova Road (S.R. 5A) and Walker Street.~~

~~The following table (Table II-1) shows the annexations that have occurred since the 1998 EAR in total acreage.~~

FOR MAPS AND CHARTS SEE THE ADDITIONAL INFORMATION SECTION

Table I-1: Annexations since the 1998 EAR*

Year	Acreage
1998	2.948
1999	2.960
2000	2.973
2001	2.977
2002	2.987
2003	2.995
2004	2.998
2005	3.000
2006	3.002
Total Increase in Land Area:	84.44

Source: City of Holly Hill Planning Department.

* Annexations are dated from time of ordinance adoption.

Table I-2: Vacant Land Residential Carrying Capacity

Future Land Use	Max Density	Acres	Gross——Density (Dwelling Units)	Gross Population
Low Density Residential	6	41.8	251	—552
Low/Med Density Residential	10	63.9	639	1,405
Med. Density Residential	20	26.5	530	1,166
High Density Residential	40	0	0	0
Mixed Use	35	6.8	238	—523
Mixed Office Residential	20	0	0	0
	Total:	139	1,658	3,646

Source: City of Holly Hill Planning Department, GIS

Table 3 Generalized Existing Land Use 2008

Generalized Land Use Classification	Acres	Percent of Total
Single Family Residential	944.9	31.5%
Multi-Family Residential	227.1	7.6%
Mobile Homes	59.1	2.0%
General Commercial	222.6	7.4%
Heavy Commercial and Industrial	186.3	6.2%
Institutional/Governmental	158.8	5.3%
Recreation and Public Open Space	149.4	5.0%
Utilities	5.19	0.2%
Rights of Way, Streets, Ditches, Etc.	476.54	15.9%
Vacant	205.3	6.8%
Not Classified		
Open Water (Halifax River)	367	12.2%
Total	3002.19	100.00%

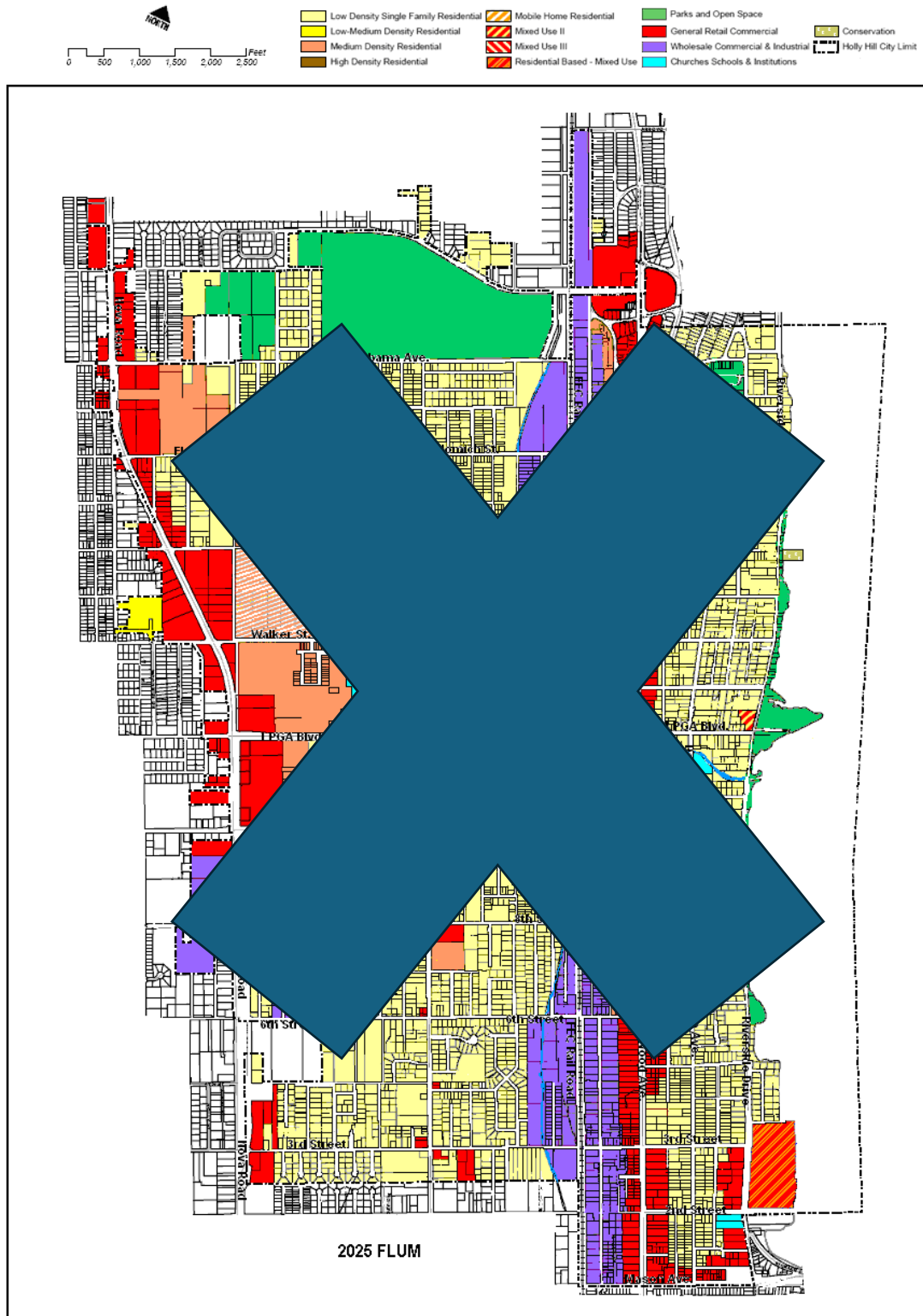
Source: City of Holly Hill GIS and Volusia County Property Appraiser, 2008

TABLE I-4
CITY OF HOLLY HILL, FLORIDA—SOIL POTENTIAL FOR COMMUNITY DEVELOPMENT

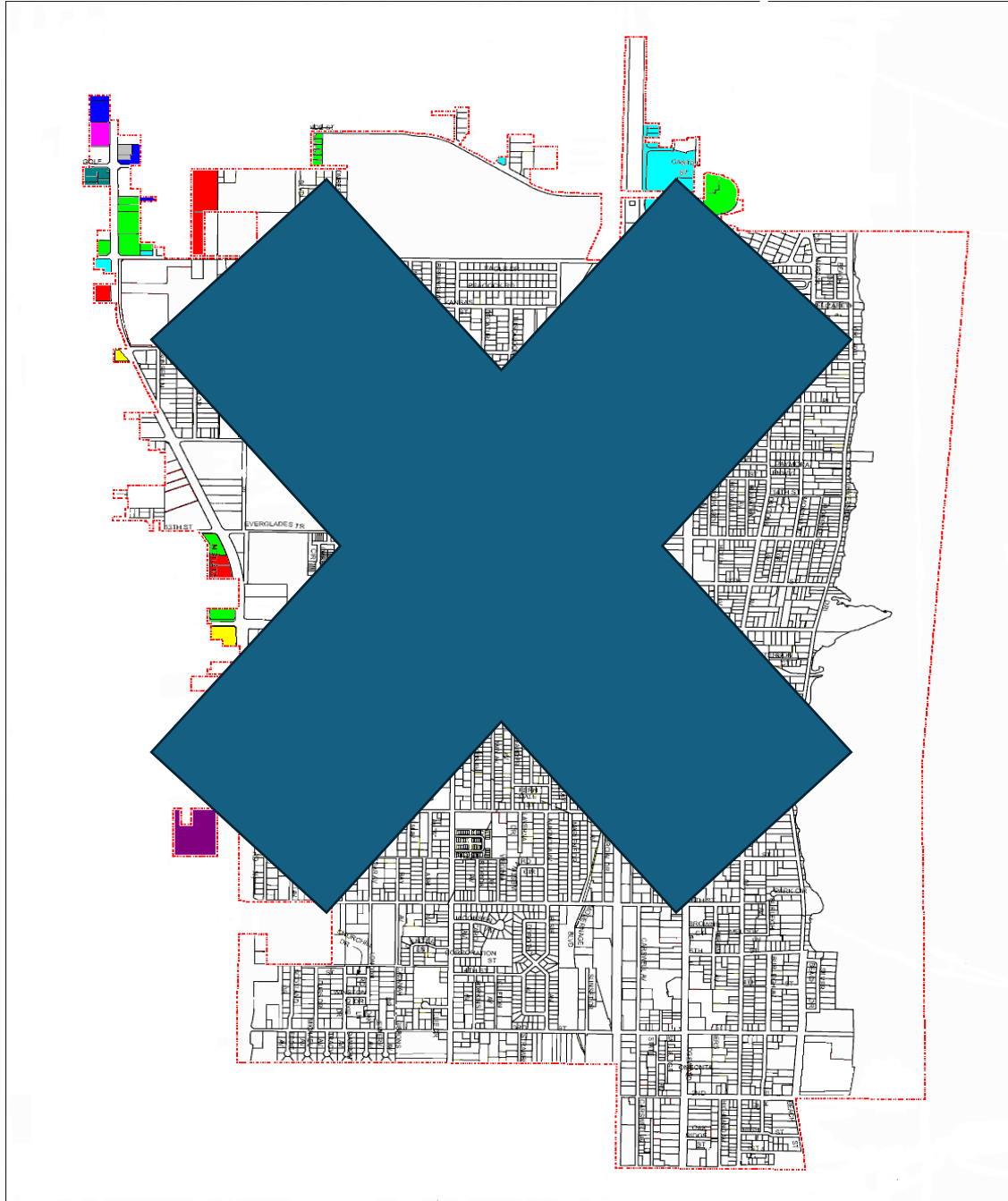
MAP KEY	SOIL TYPE	POTENTIAL
3	Arents	Not Rated
6	Astatula Urban Land Complex	High
12	Canaveral Sand (0-5%)	Medium
14	Chobee Fine Sandy Loam	Very Low
17	Daytona Sand (0-5%)	High
26	Holopaw Sand	Low
32	Myakka Fine Sand	Low-Medium
33	Myakka Fine Sand Depressional	Very Low
35	Myakka Urban Land Complex	Not Rated
36	Myakka Variant Fine Sand	Low
37	Orsino Fine Sand (0-5%)	Medium
68	Turnbull Variant Sand	Low
69	Tuscawilla Fine Sand	Medium
70	Tuscawilla Urban Land Complex	Not Rated
71	Urban Land	Not Rated

Source: Soil Survey of Volusia County, Florida, U.S. Soil Conservation Service, February 1980.

**MAP 1: CITY OF HOLLY HILL FUTURE LAND USE MAP
(2025 COMPREHENSIVE PLAN)
City of Holly Hill, Florida
FUTURE LAND USE MAP 2025**



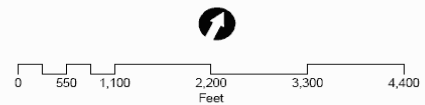
MAP 2: CITY OF HOLLY HILL ANNEXATIONS FROM 1998-2006



Annexations 1998 - 2006

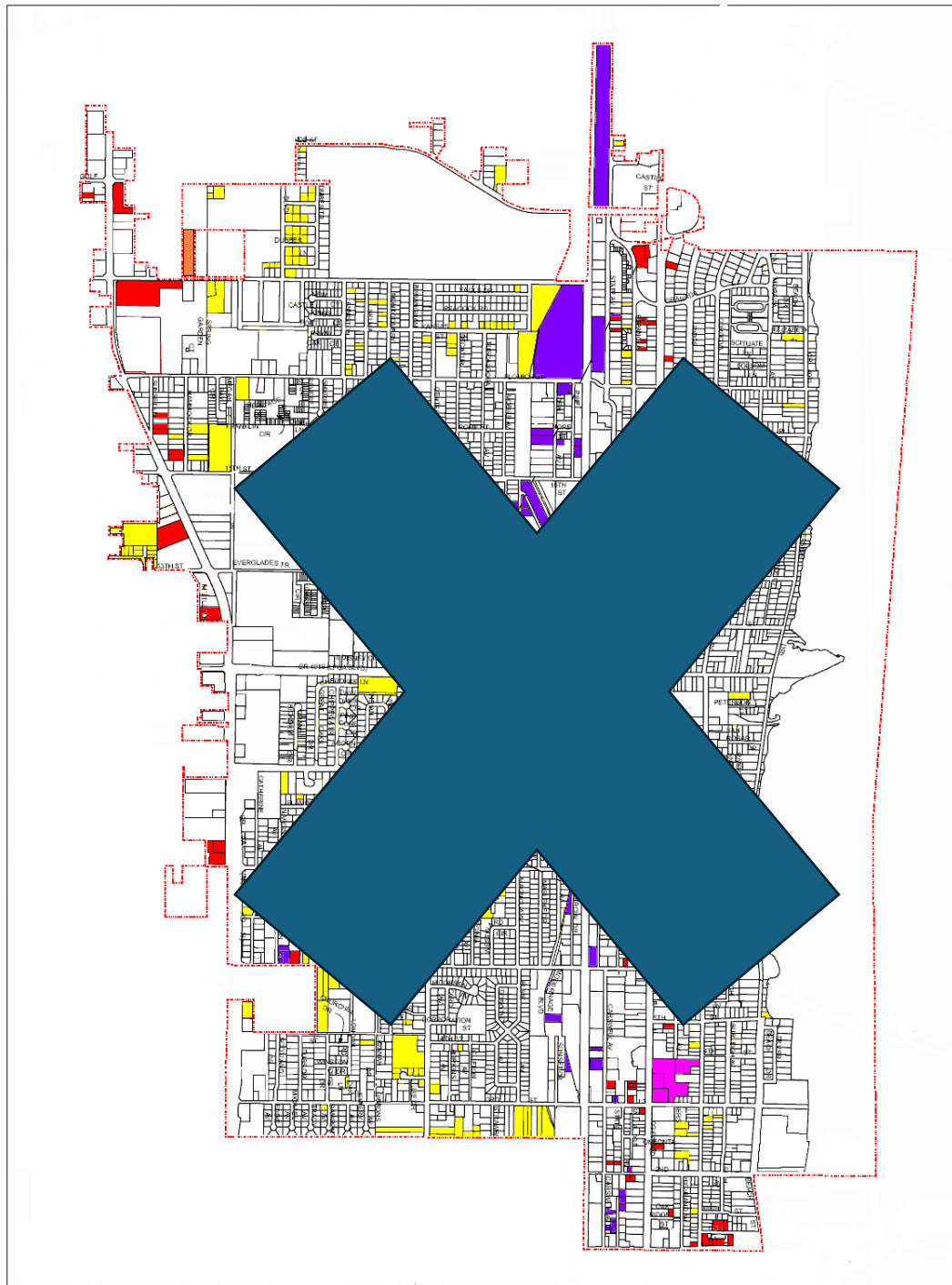
Legend

1998	2003
1999	2004
2000	2005
2001	2006
2002	



Prepared by Volusia County Metropolitan Planning Organization, based on 2006 Volusia County Property Tax Roll.

MAP 3 FUTURE LAND USE DESIGNATION OF VACANT LAND



Vacant Land Survey 2006

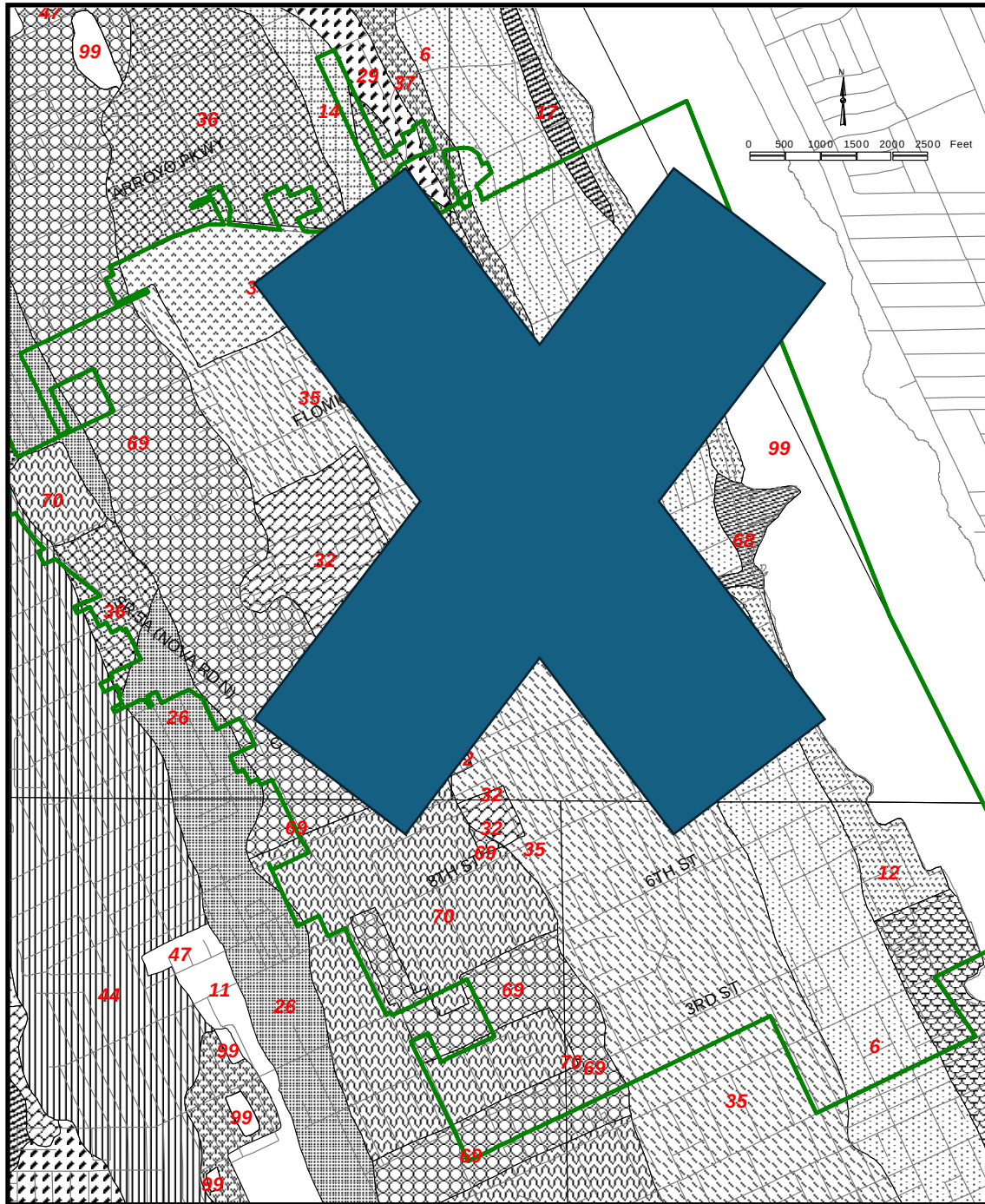
Legend

 Residential -Low Density	 Commercial
 Residential -Med. Density	 Industrial
 Residential -High Density	 Institutional
 Mixed Use Residential	 Conservation

0 550 1,100 2,200 3,300 4,400
Feet

Prepared by Volusia County Metropolitan Planning Organization; based on 2006 Volusia Co.

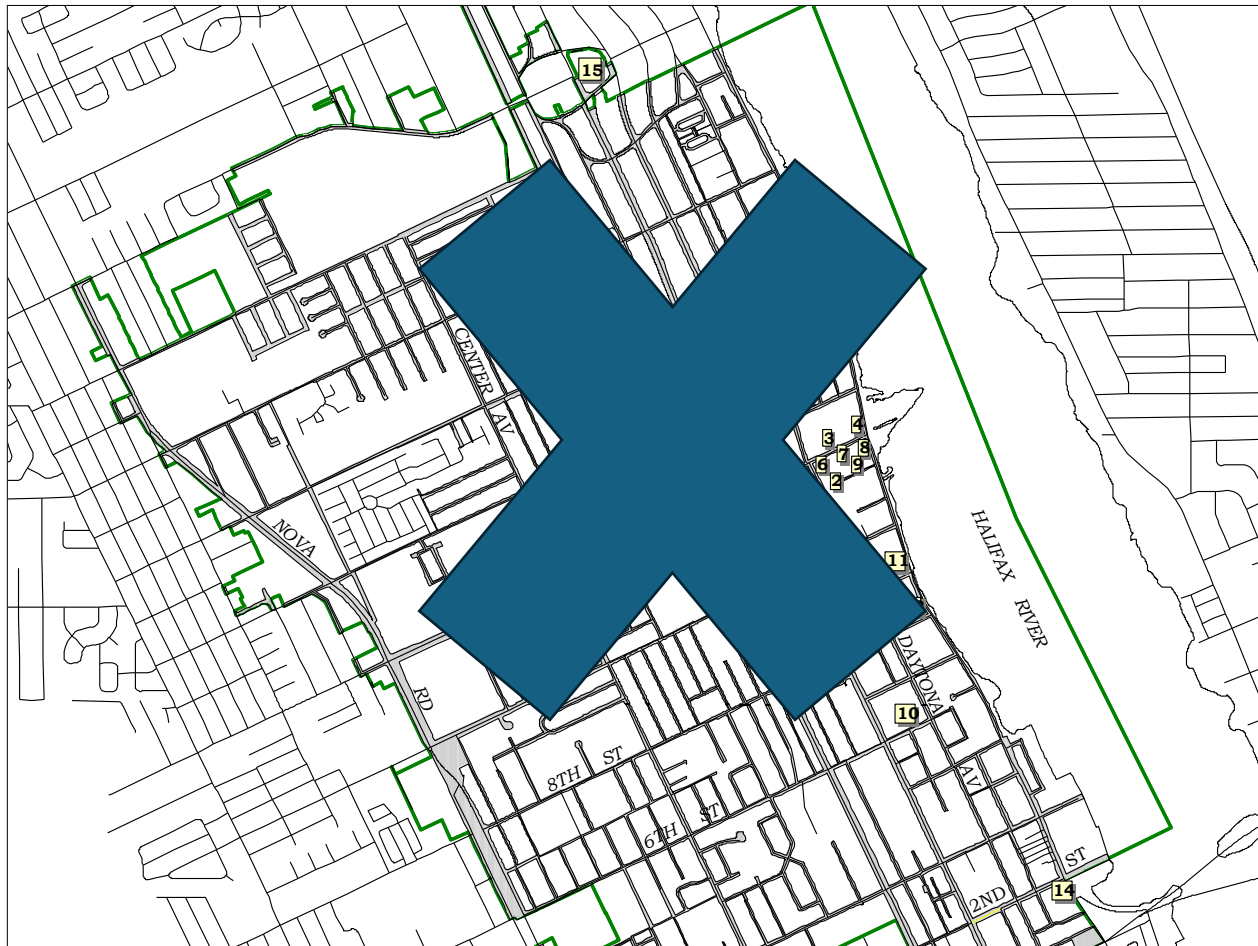
MAP 4 CITY OF HOLLY HILL, FLORIDA - SOIL MAP



MAP 5 FLOOD ZONE HAZARD MAPS



MAP 6 HISTORICAL SITES AND STRUCTURES - CITY OF HOLLY HILL



Map Key	Description of Site and/or Structure
1	"Union Congregational Church"—constructed in 1911.
2	"First Building Built for a School"—Constructed in the 1920's.
3	"Old Wetherell Home"—Wood frame home, pre 1900s located at 132 Eleventh Street.
4	"First Shopping Center"—Constructed in mid 1930's.
5	"Site of Old Lumber Mill"—located east of Riverside Drive at tip of 14 th St., is now Big Tree Park.
6	Charles Wetherell Home—constructed prior to 1900s.
7	Twelve Oaks Creek Style Plantation Revival built in 1918.
8	McCoy House—Constructed in 1887
9	"Old Peterson Home"—Constructed prior to 1900s.
10	"First School House"—Constructed in the early 1900's
11	"Dr. Rawls Homestead and First Post Office"—built in 1878
12	Meahl Memorial Hospital—Constructed in 1935 by Bertha Meahl.
13	Holly Hill City Hall—Constructed in 1940 (WPA Project)
14	The Halifax Farmers Market—Constructed in the 1940's (WPA Project)
15	Riviera Hotel—Constructed in 1923.

NOTE: The historic sites and structures identified on Figure II-4, generally occur in a fairly compact area near the Halifax River. This is the area of the City which developed between 1870 and 1900.

MAP 7 COMMUNITY REDEVELOPMENT AREA



CHAPTER 2

TRANSPORTATION CIRCULATION ELEMENT

GOALS, OBJECTIVES AND POLICIES - TRAFFIC CIRCULATION ELEMENT

GOAL 1 - PROVIDE A TRAFFIC CIRCULATION SYSTEM WITH ADEQUATE CAPACITY TO EFFICIENTLY AND ECONOMICALLY MOVE MOTORIZED AND NON-MOTORIZED TRAFFIC NOW AND IN THE FUTURE, WHILE PROVIDING FOR MAXIMUM PUBLIC SAFETY AND MINIMUM ADVERSE IMPACTS ON SOCIAL AND NATURAL ENVIRONMENTAL SYSTEMS.

Objective 1.1 - The City shall maintain the level of service standards set forth in the Capital Improvements Element for all roads within its jurisdiction.

Policy 1.1.1 - The City shall review all proposed developments for consistency with Objective 1.1 and compliance with the adopted LOS standard. No development shall be approved if the resulting traffic impact will exceed the adopted LOS standard.

Policy 1.1.2 - The City has adopted uniform procedures and guidelines for review of proposed developments in order to ensure that traffic impacts will be adequately and consistently addressed.

Policy 1.1.3 - The City has adopted procedures for maintaining adequate current information to monitor the performance of the road network and to assess the remaining unreserved capacity.

~~**Policy 1.1.4** - The City shall coordinate with the Volusia Metropolitan Planning Organization, Volusia County, and Ormond Beach to designate Riverside Drive as a "Constrained Facility"; and shall maintain the current operating condition. The measure of maintained operating condition shall be a peak hour increase in traffic of no more than five (5) percent or a decrease in average travel speed of 1 mph.~~

Policy 1.1.5 - The City shall coordinate with the Florida Department of Transportation, the Volusia ~~Metropolitan~~ Flagler Transportation Planning Organization, Volusia County, Daytona Beach, and Ormond Beach to establish a mutually acceptable measure of "maintain and improve operating condition" relative to Ridgewood Avenue. For this purpose, the City shall consider a peak hour increase in traffic of five (5%) percent to be a reasonable indicator of maintained condition.

Policy 1.1.6 – The City will analyze the pros and cons of designating the entire City as a Transportation Concurrency Exception Area (TCEA) and further explore ways to facilitate urban infill and redevelopment by providing and implementing strategies for mobility, urban design, mixed uses, and network connectivity.

Objective 1.2 - The City shall coordinate future land planning with the traffic circulation system in order to ensure efficient utilization of the existing traffic circulation system and all future improvements.

Policy 1.2.1 - The City will amend its future land use plan only after it has been demonstrated that the changes will not result in an increase of traffic over the capacity of the traffic circulation network at the adopted level of service standards.

Policy 1.2.2 - All improvements to the City's traffic circulation system shall be designed and scheduled to support the City's future land use plan.

Policy 1.2.3 - The City will ensure that its adopted future land use plan will be reflected in the long-range transportation plans of the ~~Volusia County Metropolitan Planning Organization~~. Volusia Flagler Transportation Planning Organization.

Policy 1.2.4 – The City will review all new developments, particularly shopping centers and multi-family residential projects, to ensure that the site layouts will reflect due consideration for the needs of transit users, pedestrians and bicyclists. Where appropriate, new large-scale developments shall include handicapped accessible bus stops with passenger amenities such as boarding/deboarding pads, benches and shelters where appropriate. Site layouts shall minimize the distances pedestrians must travel from public sidewalks and transit stops to building entrances. These pedestrian ways shall be clearly defined, particularly over parking and on-site vehicular circulation areas. Parking and on-site vehicular circulation areas shall be designed to provide for safe and convenient pedestrian movement. Secure bicycle parking shall be provided.

Objective 1.3 - The needs of pedestrians and bicyclists will be accommodated in all road construction and expansion projects of the City.

Policy 1.3.1 - The City shall continue to incorporate into its Land Development Regulations appropriate project design standards to insure that the needs of pedestrians and bicyclists are met.

Policy 1.3.2 - The City shall continue to incorporate into its Land Development Regulations appropriate project design standards to insure safe and convenient access for pedestrians and bicyclists throughout the City. As a minimum, sidewalks shall be required along both sides of all arterial and collector streets and along one side of local streets.

Policy 1.3.3 - The City shall continue its efforts to construct a bicycle facility along the entire length of LPGA Boulevard and Riverside Drive

Objective 1.4 - The City's road network will emphasize safety and aesthetics.

Policy 1.4.1 - The City shall continue to enforce their adopted design standards for landscaping and signage along all roads.

Policy 1.4.2 - The City shall continue the program to monitor citizen complaints regarding hazardous road conditions and accident data to identify such hazardous road conditions. Hazards shall be eliminated in a timely manner.

Policy 1.4.3 - Safety shall be the overriding concern in all matters of road design and construction and traffic management. All future City road improvements will conform to the Florida Department of Transportation's Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways and the Federal Highway Administration's Manual On Uniform Traffic Control Devices On Streets And Highways.

Policy 1.4.4 - The City shall continue to enforce ~~its~~ its Land Development Regulations a its requirement that adequate off-street parking and safe, convenient on-site traffic flow be provided for all land uses.

Objective 1.5 - Preserve existing and future investment in the road system.

Policy 1.5.1 - Continue and expand the City's program of scheduled maintenance and resurfacing.

Policy 1.5.2 - The City shall continue to enforce the City's Land Development Regulations road construction standards that will ensure long, trouble free service with a minimum of maintenance effort.

Policy 1.5.3 - The City shall continue to enforce the City's Land Development Regulations design standards which discourage direct driveway access to collector and arterial roads.

Policy 1.5.4 - The City shall continue to enforce the City's Land Development Regulations a requirement that building setbacks along substandard width rights-of-way be measured from the theoretical right-of-way line for a standard width right-of-way.

Policy 1.5.5 - At least every five years the City shall conduct a local street conditions survey and within six months after the completion of each survey prepare a prioritized schedule of street improvements for inclusion in the Capital Improvements Element.

Policy 1.5.6 - Minor urban collector roads shall be resurfaced at least every five years and other City roads shall be resurfaced at least every ten years.

Policy 1.5.7 - The schedule of road improvements shall be provided to telephone, electric and gas utilities to enable them to coordinate planned improvements.

Objective 1.6 - The City shall ensure coordination of its land use and traffic circulation planning with the plans and programs of the Volusia Flagler Transportation County Metropolitan Planning Organization and the Florida Department of Transportation's 5-year work program.

Policy 1.6.1 - The City shall continue to participate in the MTPO transportation planning process through representation on the MTPO's governing body and its technical advisory committee.

Policy 1.6.2 - The City shall review every update of the FDOT's 5-year work program and file written comments and objections relating to any inconsistencies with the City's future land use and traffic circulation plans.

Policy 1.6.1 - At least annually, the City shall review the County 5-Year Road Program for compatibility with the City's transportation facility plans.

Objective 1.7 - By 2011, p Prepare and adopt a right-of-way protection plan which identifies properties needed to be acquired for existing and future traffic circulation purposes.

Policy 1.7.1 - Require dedication of needed rights-of-way from all development through subdivision exactions, or if necessary, encourage voluntary dedication through use of incentive programs such as density bonuses.

Objective 1.8. Protect Florida's Strategic Intermodal System (SIS) by preserving future ROW corridors.

Policy 1.8.1 - The Future Traffic Circulation Map shall be derived primarily through use of MTPO travel demand forecast models, where applicable, and shall reflect the MTPO Adopted Cost Feasible Plan, locally designated corridors, corridors identified for Project Development Studies and any future identified corridors. The Future

Traffic Circulation Map shall not be subject to the financially feasible criteria applied to the five and ten year planning horizon.

Policy 1.8.2 - The City shall utilize the long-range traffic circulation map for:

- a. Review of all proposed development orders for consistency with the map;
- b. Establishing the long range (20345) level of service standards on major existing or future roadways by determining the resultant level of service on each roadway impacted by a project travel demand as determined using the MTPO, or other travel demand forecasting models;
- c. Reviewing all proposed capital projects proposed to widen existing or develop new major roadways. All capital projects shall be consistent with the Future Traffic Circulation Map; and
- d. Achieving consistency of this comprehensive plan where appropriate with: the long range transportation plans of all local governments adjacent to Holly Hill; the FDOT's Transportation Plan and approved work program; and the MTPO's transportation improvement plan.

Objective 1.9. The City shall insure the availability of structure free right(s)-of-way for major and important minor roadways and for Votran transit corridors necessary or desirable to accommodate projected travel demand in 20345.

Policy 1.9.1 – By 2012, the City shall adopt a major thoroughfare provision in the LDR which:

- a. References the Future Traffic Circulation Map that will provide for adequate traffic circulation within the city;
- b. Identifies the right-of-way widths for each roadway in a manner consistent with the Future Traffic Circulation Map and in a manner consistent with the inventory of right-of-way already provided by Ormond Beach, other local governments, or the State of Florida;
- c. Establishes the Future Traffic Circulation Map as the official listing of right(s)-of-way to be reserved pursuant to Policy 1.9.2 below; and
- d. Establishes procedures and guidelines for the appropriate amendment of the map.

Policy 1.9.2 - A right-of-way protection provision shall be adopted for the purpose of protecting right(s)-of way necessary to develop the roadway network shown on the Future Traffic Circulation Map. This right-of-way protection is required so as to insure compliance with long range level of service standards established by those policies within the comprehensive plan. Such ordinance shall prohibit the development of any structures, parking areas, or drainage facilities (except as allowable on an interim basis) within the corridors indicated on the Future Traffic Circulation Map or within any other surface transportation corridors (i.e. rail corridors) identified by FDOT. Other uses, consistent with this comprehensive plan, may be considered within the protective right-of-way. Nothing in the right-of-way protection ordinance shall preclude location of temporary uses within protected right(s)-of-way. Any right-of-way protected under the right-of-way protection ordinance may be dedicated to Holly Hill during the development of a project. Any such dedication shall not be subject to time limits on right(s)-of-way reservation as required by Chapter 336 F.S. As used in this policy,

“corridors” means that area of protected right-of-way for any roadway, as generally configured and as located on the Future Traffic Circulation Map. Protected right(s)-of-way shall be defined as:

- a. Required right-of-way on either side of the centerline of an existing roadway shown as having more lanes on the Future Traffic Circulation Map than the number of lanes currently existing.
- b. Required right-of-way for roadway or other transportation corridors for which no centerline has been established. The location of the roadway right(s)-of-way shall be established during the review of proposed projects in proximity to future roadway corridors located on the Future Traffic Circulation Map. These newly established alignments selected during project review shall be continuous so as to provide for a continuous travel corridor of sufficient width to accommodate an appropriate cross section as required by city policy for facility types specified on the Future Traffic Circulation Map.

Policy 1.9.3 - The City shall ensure that protected right(s)-of-way are reserved at the time of project review for issuance of a level of service compliance decision. Failure to reserve protected right(s)-of-way as a condition of level of service determination shall be considered a violation of the 20345 (long range) level of service standard for that roadway and shall, therefore, be prohibited. Such ordinance shall also contain mitigation measures designed in part to preclude the taking of private property unless fair compensation for any such taking is provided. These measures shall address properties which are located in a manner or exhibit characteristics that precludes the reasonable use of such property if the protected right-of-way is maintained free of drainage facilities, structures, or parking during the development of the property. Measures may include, but not be limited to:

1. The transfer of development right(s), which may be considered pursuant to future land use policy from the area within a protected right-of-way to an area outside of the protected right of way on the same project site.
2. The reduction of required building setbacks, required buffers, and other requirements otherwise contained in this comprehensive plan or contained in other local land development regulations, if such reduced requirements are considered on a case-by-case basis and are granted pursuant to a finding of overriding public interest by the local government.

Policy 1.9.4 - Adopt a right-of-way reservation ordinance that requires the dedication to Holly Hill as a condition of issuance of a level of service compliance finding. Upon adoption of an ordinance, or upon recording of any update to the Future Traffic Circulation Map, the reserved right(s)-of-way shall be prohibited from all development of drainage facilities, parking or structures, and dedication of the reserved right-of-way shall be required upon issuance of the development order for any property encompassing said right-of-way. Appropriate access through reserved right-of-way as determined by Holly Hill, will be permitted. Any such reservation of right-of-way for a particular transportation corridor shall be effective for a period not to exceed five years from time of initial right-of-way reservation, unless **extended** ~~the extends this five-year period~~ in one-year increments not to exceed an additional five-year period.

Policy 1.9.5 - Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.

Policy 1.9.6 - Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

Policy 1.9.7 - All building setbacks shall be measured from the centerline of the existing right(s) of way line.

Policy 1.9.8 - The impact of new and/or widened right(s)-of-way on existing residential use or residentially zoned property shall be minimized by the use of walls or combination of berm/landscape buffers, as appropriate to the particular site. Impacts to be considered shall include noise levels, safety, aesthetics, usefulness and property values. Walls and other buffers will be constructed by developers.

Policy 1.9.9 - No existing right(s)-of-way for major roads shall be abandoned, vacated or otherwise conveyed from public ownership unless a positive recommendation has been made by the Development Review Committee to the City Commission that the right-of-way will not be needed for the future expansion of the roadway.

Objective 1.10 - Protect existing roadway capacity through access management by ensuring on-site circulation for new development shall not interrupt traffic flow on public road facilities.

Policy 1.10.1 - All land use plan amendments, zonings, plats and site plans requiring City approval and access to Federal, State, County and City roads shall comply with the following access management strategies, if determined applicable to the location:

- a. Traffic circulation and maneuvering shall be accomplished on-site;
- b. Driveway entrances and exits shall be located as far as possible from street intersections;
- c. Nonresidential lots having frontage on two or more public streets shall have access to the street(s) with the lowest functional classification;
- d. Interior throughways within parking areas shall be separated from parking aisle areas;
- e. Peripheral outparcels designed for freestanding uses shall be integral part of the total interior circulation system for a larger site;
- f. Driveways should align with opposite driveways;
- g. Joint curb cuts, cross-access easements, internal access for outparcels and other transportation system management strategies shall be employed to effectively reduce the number of curb cuts and median openings on all public road facilities;
- h. Curb cuts for driveways shall be minimized, and the location and number of cuts should relate to lot size, turnover rate, relationship to adjoining streets and the type of clientele served. Access points shall be designed to prevent hazards to vehicular or non-vehicular traffic. Turnout lanes and traffic dividers shall be provided on abutting roadways and on-site where existing or anticipated heavy flows of traffic indicate the need;

- i. Internal streets, roads, driveways and parking, loading and service areas shall be designed so as to provide safe and convenient vehicular access to all uses and facilities;
- j. Development proposals exceeding the thresholds established in the ~~2008~~ 2016 Votran Transit Design Guidelines shall include transportation demand management strategies, such as: ride sharing, van pooling, carpooling, flextime and bicycle usage, as methods to alleviate the need for automobile trips;
- k. Joint curb cuts with adjacent development parcels shall be provided where feasible;
- l. Residential and non-residential developments shall provide internal as well as external connectivity in order to support public transportation facilities for bicyclists and pedestrians;
- m. Minimum throat distances shall be established for driveway entrances based upon the floor area size of developments to ensure development related traffic does not disrupt through traffic on public roadways;
- n. New residential developments that exceed 200 average daily trips should provide emergency access independent of the primary access to the development as determined acceptable by the DRC; and
- o. Residential subdivisions shall have internal road, pedestrian, and bicycle connectivity between each other.

Objective 1.11 - Coordinate a multi-modal strategy with transportation planning and the land use element to provide alternative travel modes which are sufficient to accommodate the uses depicted on the Future Land Use Map and adopted Community Redevelopment Area Plan.

Policy 1.11.1 - The City shall continue to support basic transit citywide for development consistent with the Future Land Use Map and located on non-congested roadways throughout the City. For roadways that are currently congested or projected to be congested in ~~2020~~ 2035, the strategy shall incorporate a higher level of measures designed to reduce vehicular motor trips (VMT's).

Policy 1.11.2 - The multi-modal strategy shall be utilized when reviewing land use plan amendments, rezonings, plats, and site plans on congested or projected congested roadways.

Policy 1.11.3 - The multi-modal strategy shall initially coordinate transit with current or projected congested roadways by requiring development to construct or contribute money to fund operations or construct bus amenities in keeping with the Votran Transit Design Guidelines, as amended.

Policy 1.11.4 - Development or (re) development which occurs along congested roadways regardless of whether a land use plan amendment is required shall be required to enter into joint development agreements to develop transit facilities and services if requested by Votran.

Policy 1.11.5 - The multi-modal strategy shall be triggered where required approvals for future land use plan amendments or development of land are located on roadway corridors currently congested or projected to be congested in ~~2020~~ 2035.

Objective 1.12 ALTERNATIVE MODES OF TRANSPORTATION The City shall promote alternative modes of transportation through the construction of bike paths, pedestrian facilities and the use of transit.

Policy 1.12.1 - The City shall incorporate Votran as a reviewing entity for those developments which meet or exceed the recommended review thresholds contained in Votran's Transit Design Guidelines, as amended.

Policy 1.12.2 - The City shall continue to implement its adopted Sidewalk Master Plan as amended to add sidewalks based upon evaluation criteria that includes safety, school access, recreational access, and transit access and road classification.

Policy 1.12.3 - The City shall permit a payment in lieu of sidewalk construction for development if it is determined that the need for sidewalk is much greater in other areas of the city.

Policy 1.12.4 - The City shall implement the Bicycle and Pedestrian Safety Master Plan recommendations prepared by the MTPPO for all elementary schools within the City through its annual sidewalk program.

Policy 1.12.5 - The City shall educate the public as to the benefits of bicycling and walking and other non-motorized transportation options including those benefits related to improving air quality, reducing energy consumption, reducing congestion, stimulating the economy and promoting health and physical fitness.

Policy 1.12.6 - Increase the use of transportation alternatives to the automobile by providing increased opportunities for the use of transit, and encouraging carpools, vanpools, walking and bicycling, and by reducing the need for new or expanded automobile and automobile parking facilities.

Policy 1.12.7 - Encourage the use of alternative fuels for City vehicles, transit vehicles and as feasible, any other motor vehicles as a means of reducing greenhouse gas emissions and conserving energy.

GOAL 2. ALL DEVELOPMENT AND (RE) DEVELOPMENT SHALL BE REQUIRED TO MITIGATE IMPACTS OF DEVELOPMENT ON STATE, COUNTY AND CITY ROADS.

Objective 2.1 - All new developments that may be considered significant traffic generators shall provide a traffic impact assessment consistent with the requirements in the City's Land Development Regulations and if required, transportation improvements to mitigate their impacts on the City's transportation system.

Policy 2.1.1 - The City shall utilize the Volusia Flagler Transportation County Metropolitan Planning Organization's (VCMPO) Transportation Impact Analysis (TIA) Guidelines Methodology as the principal means for assessing site development impacts on state, county and city roads.

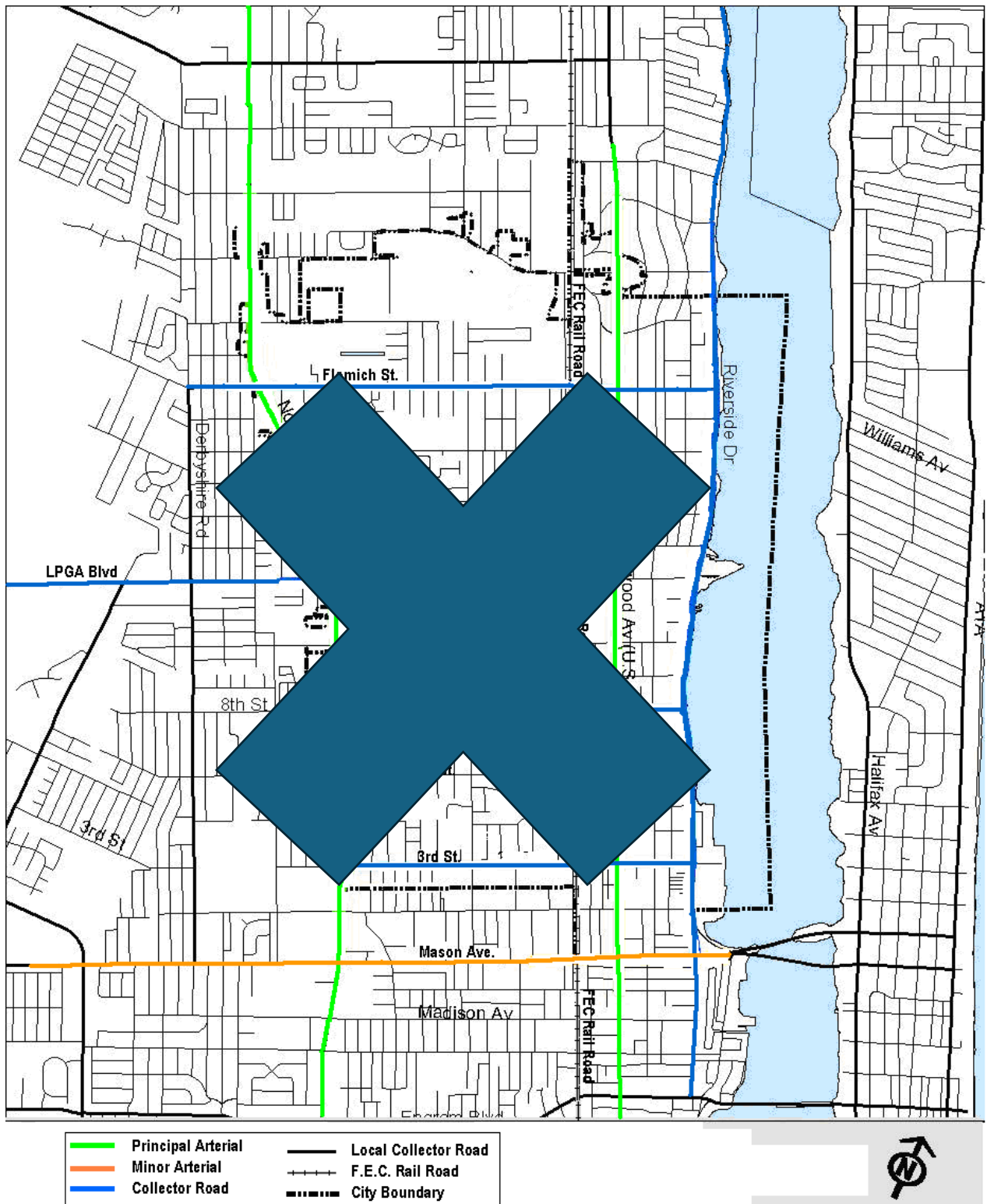
Policy 2.1.2 - New development shall construct that portion of any proposed road identified in the Long Range Traffic Circulation Map that abut or bisect their property and shall align new roads with existing and proposed facilities.

Policy 2.1.3 - Mitigation funded through monetary or Proportionate Fair Share contributions may include either singularly or in combination any of the following improvements: road improvements, transit facility improvements, transit operation

contributions, bicycle trail construction, TDM strategies, or other appropriate measures which reduce vehicle miles traveled.

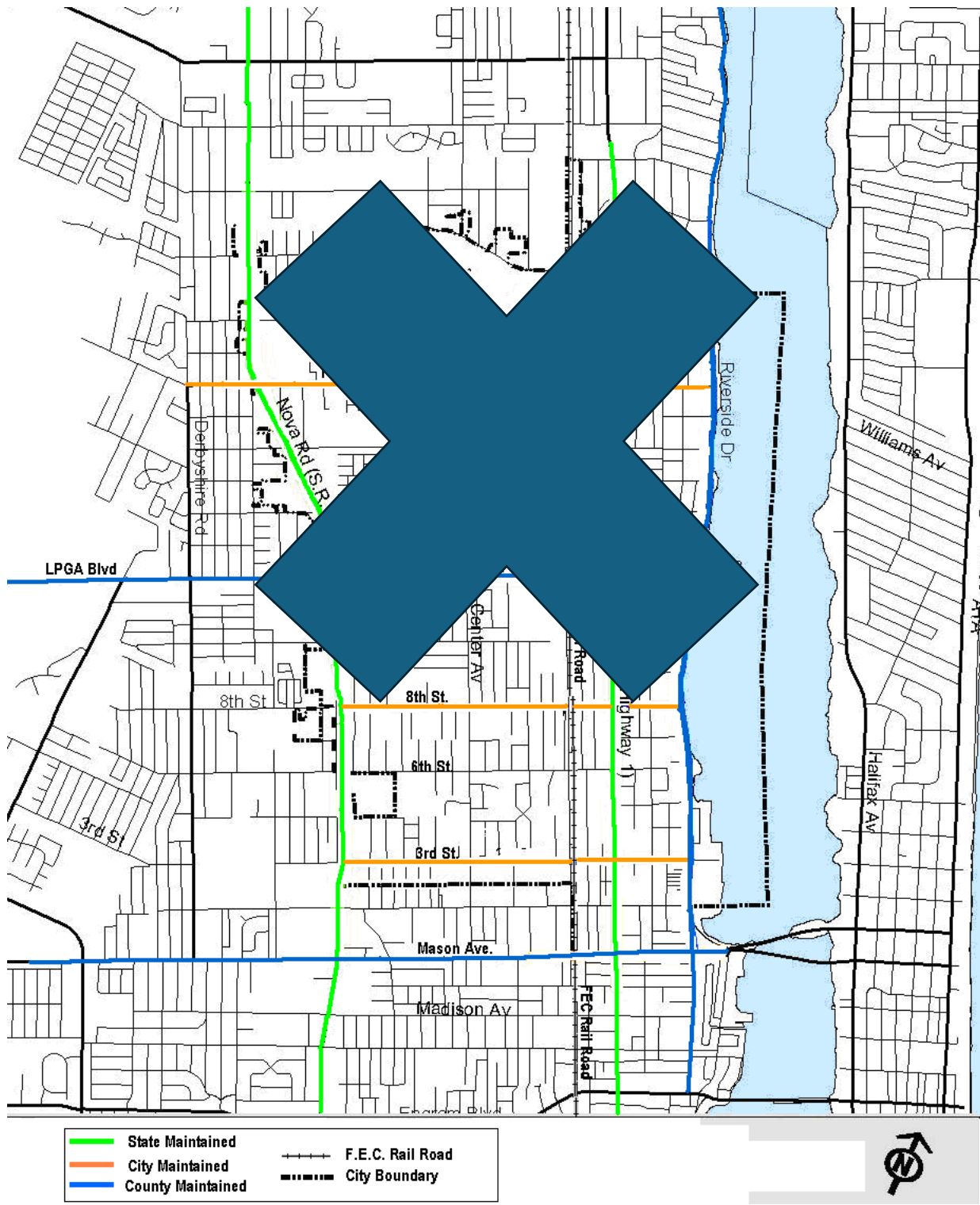
FUTURE TRANSPORTATION CIRCULATION MAP 2025

MAP 2 ROADWAY FUNCTIONAL CLASSIFICATION

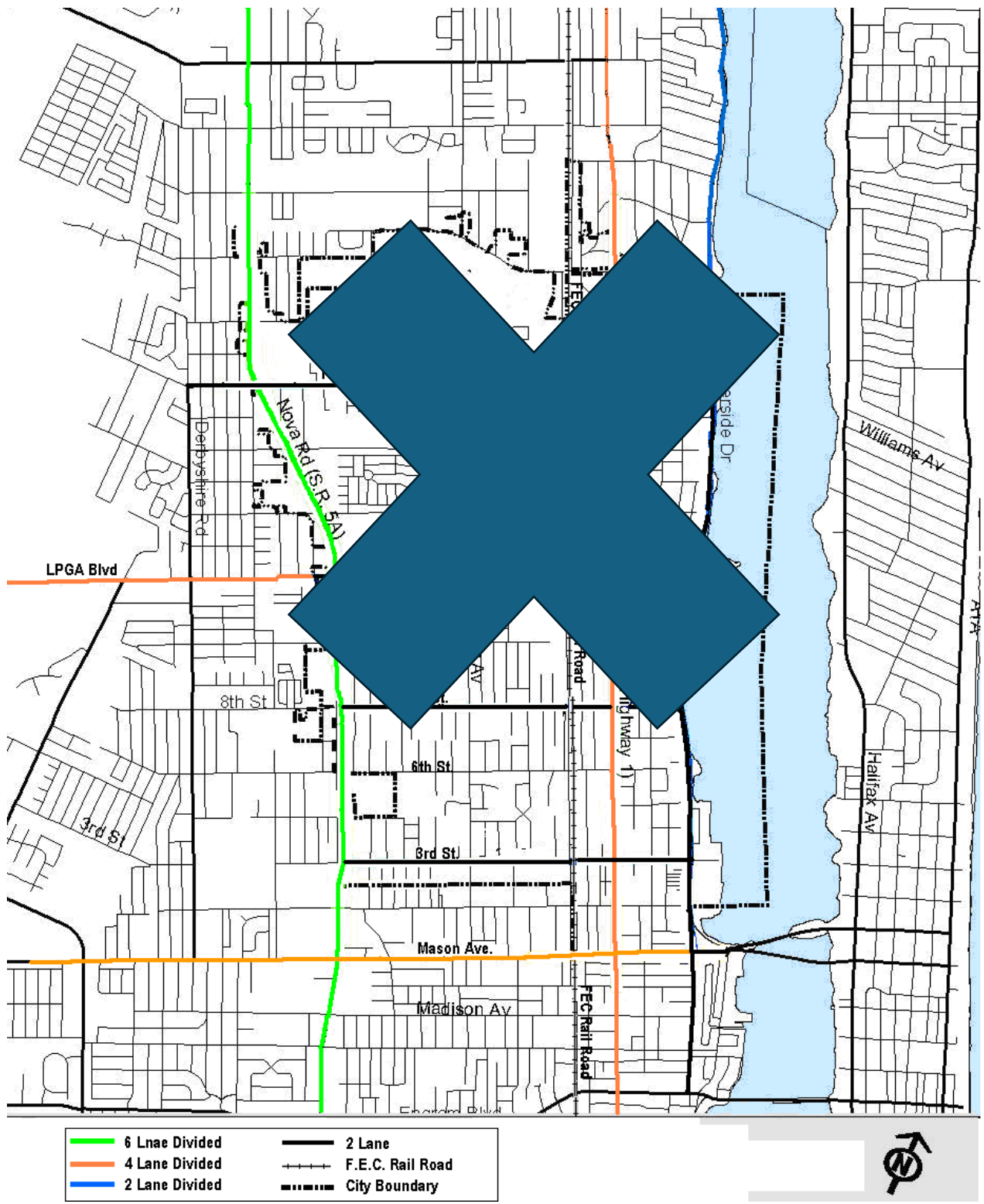


FUTURE TRANSPORTATION CIRCULATION MAP 2025

MAP 2 ROADWAY MAINTENANCE



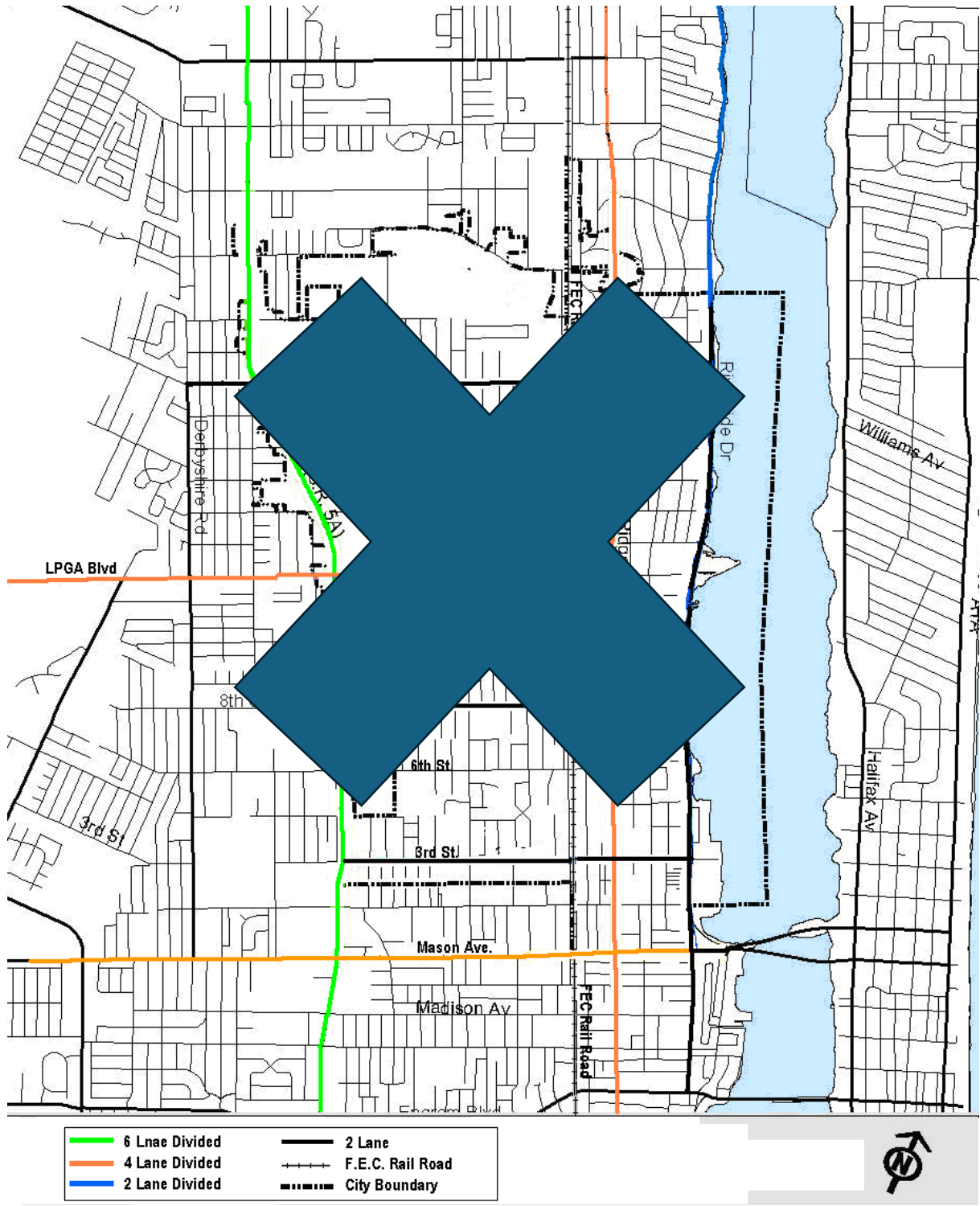
FUTURE TRANSPORTATION CIRCULATION MAP 2025
MAP 3 ROADWAY NUMBER OF LANES 2009



City of Holly Hill Community Development 2009

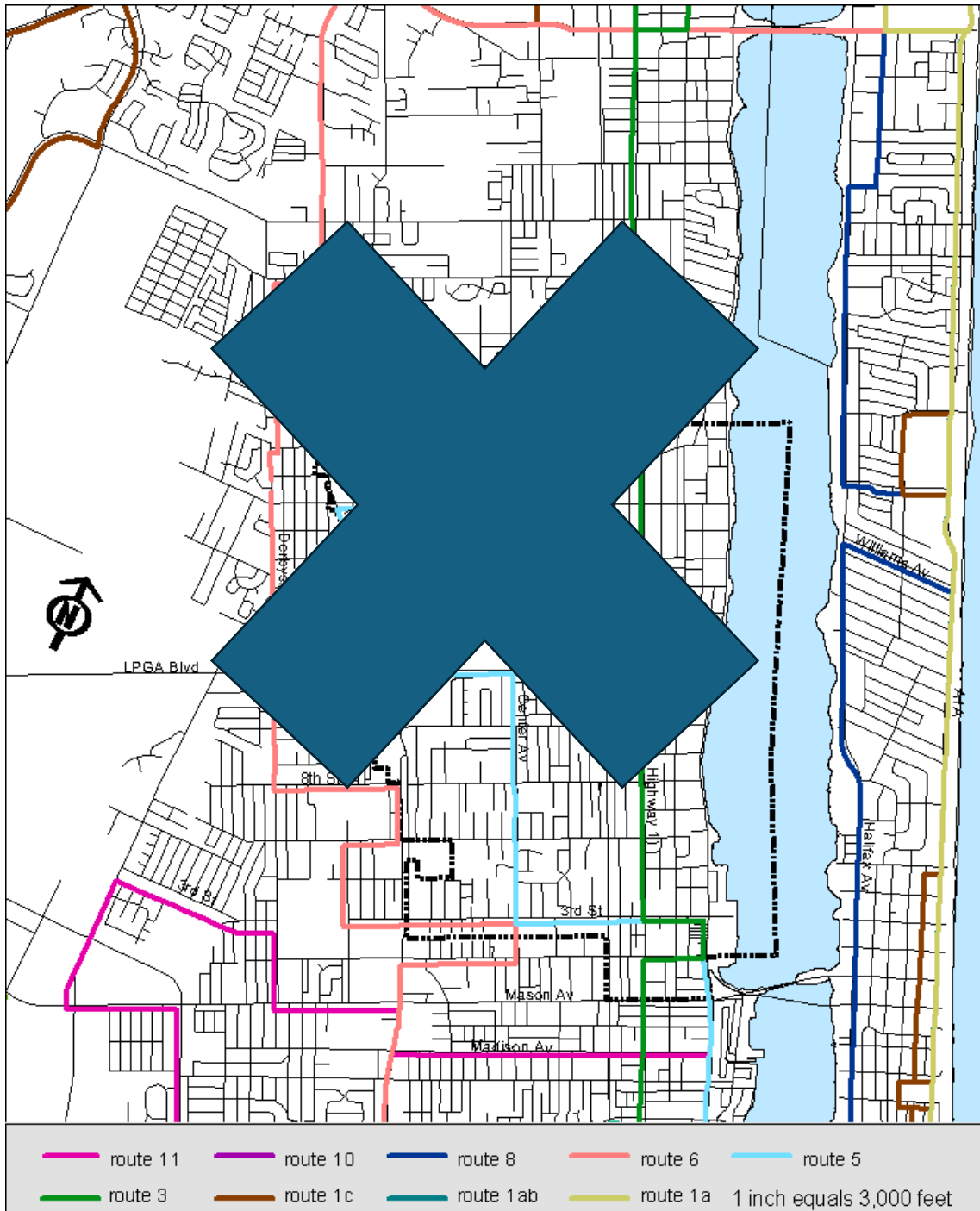
FUTURE TRANSPORTATION CIRCULATION MAP 2025

MAP 4 ROADWAY NUMBER OF LANES 2025



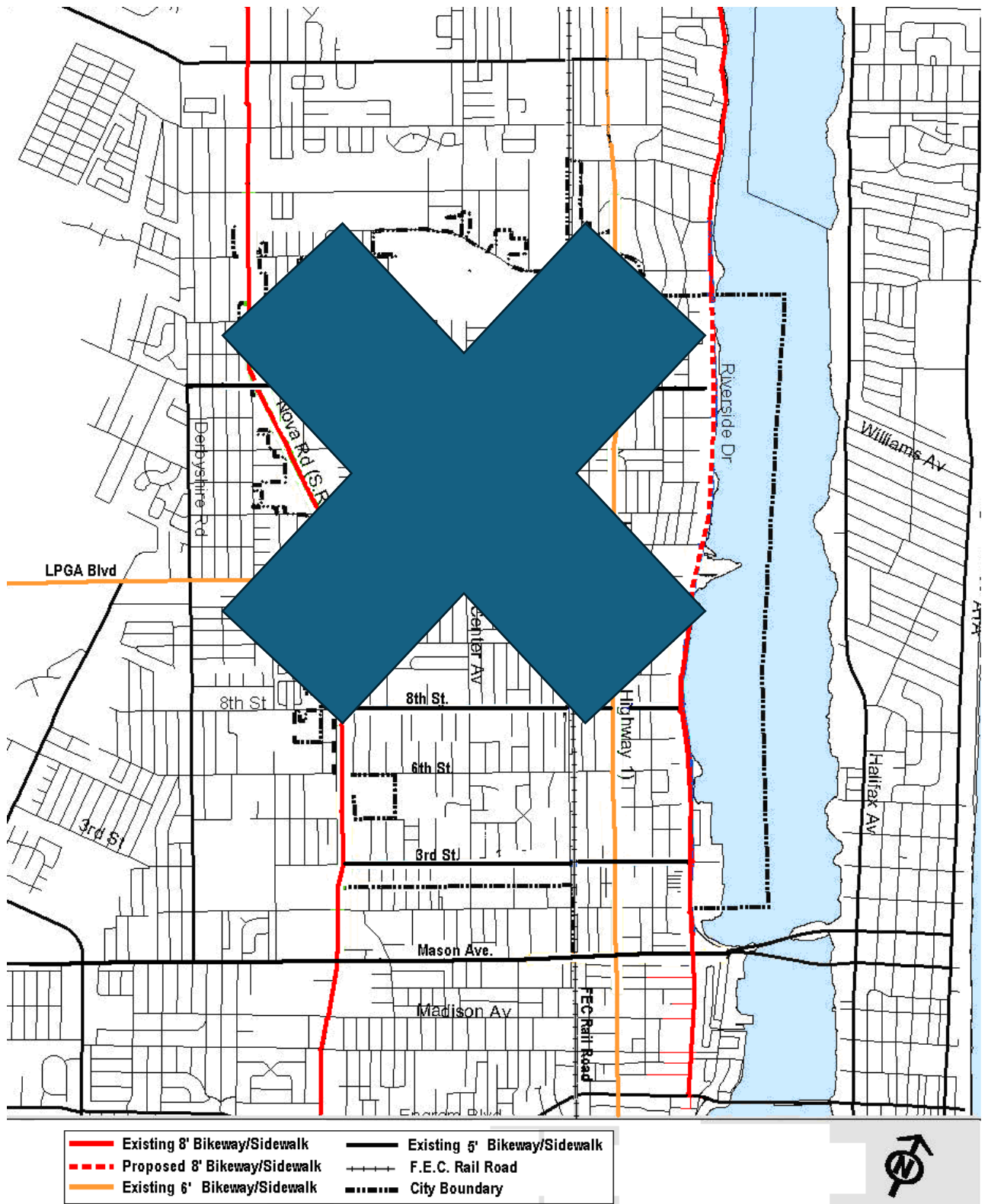
Source: City of Holly Hill Community Development 2009.

**FUTURE TRANSPORTATION CIRCULATION MAP 2025
MAP 5 PUBLIC TRANSIT ROUTES (EXISTING 2009 AND PROPOSED 2025)**



Source: Votran 2009

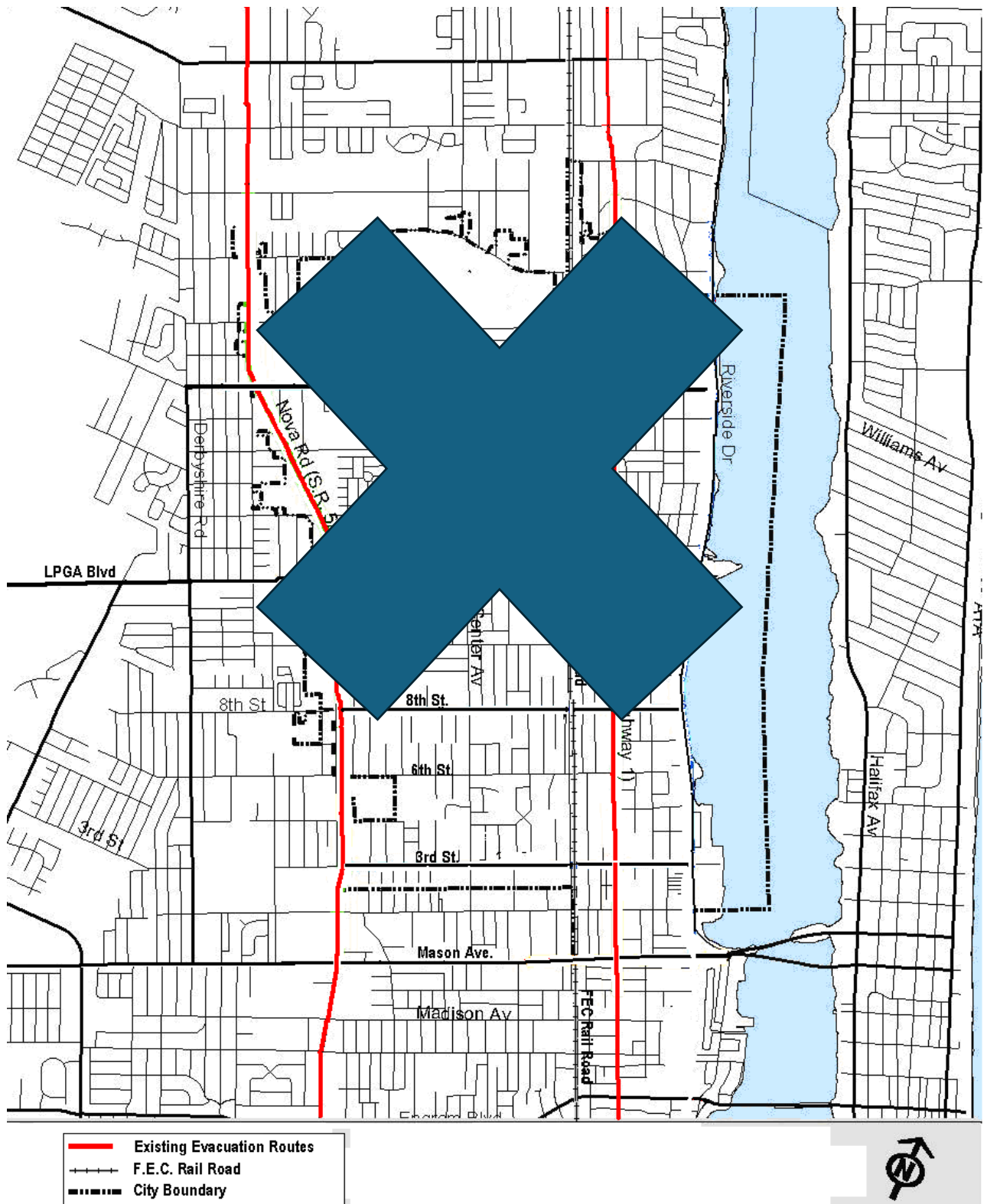
FUTURE TRANSPORTATION CIRCULATION MAP 2025
MAP 6 BIKEWAYS AND SIDEWALKS (EXISTING 2009 AND PROPOSED 2025)



Source: Holly Hill Public Works Dept. 2009

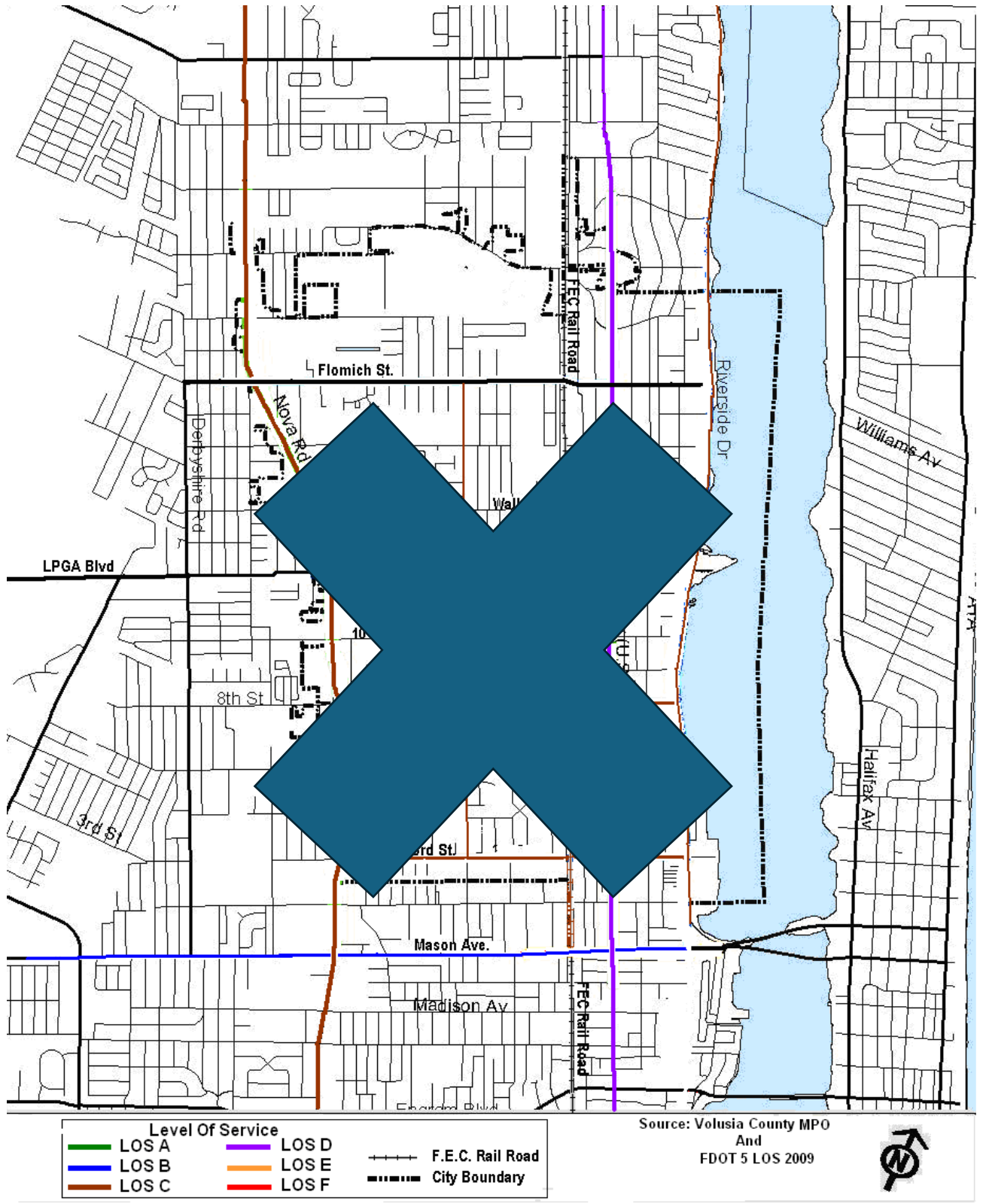
FUTURE TRANSPORTATION CIRCULATION MAP 2025

MAP 7 DESIGNATED EVACUATION ROUTE



Source: Volusia county Public Safety 2009

FUTURE TRANSPORTATION CIRCULATION MAP 2025 **MAP 8 ROADWAY LEVEL OF SERVICE 2009**



FUTURE TRANSPORTATION CIRCULATION MAP 2025 **MAP 9 ROADWAY LEVEL OF SERVICE 2025**

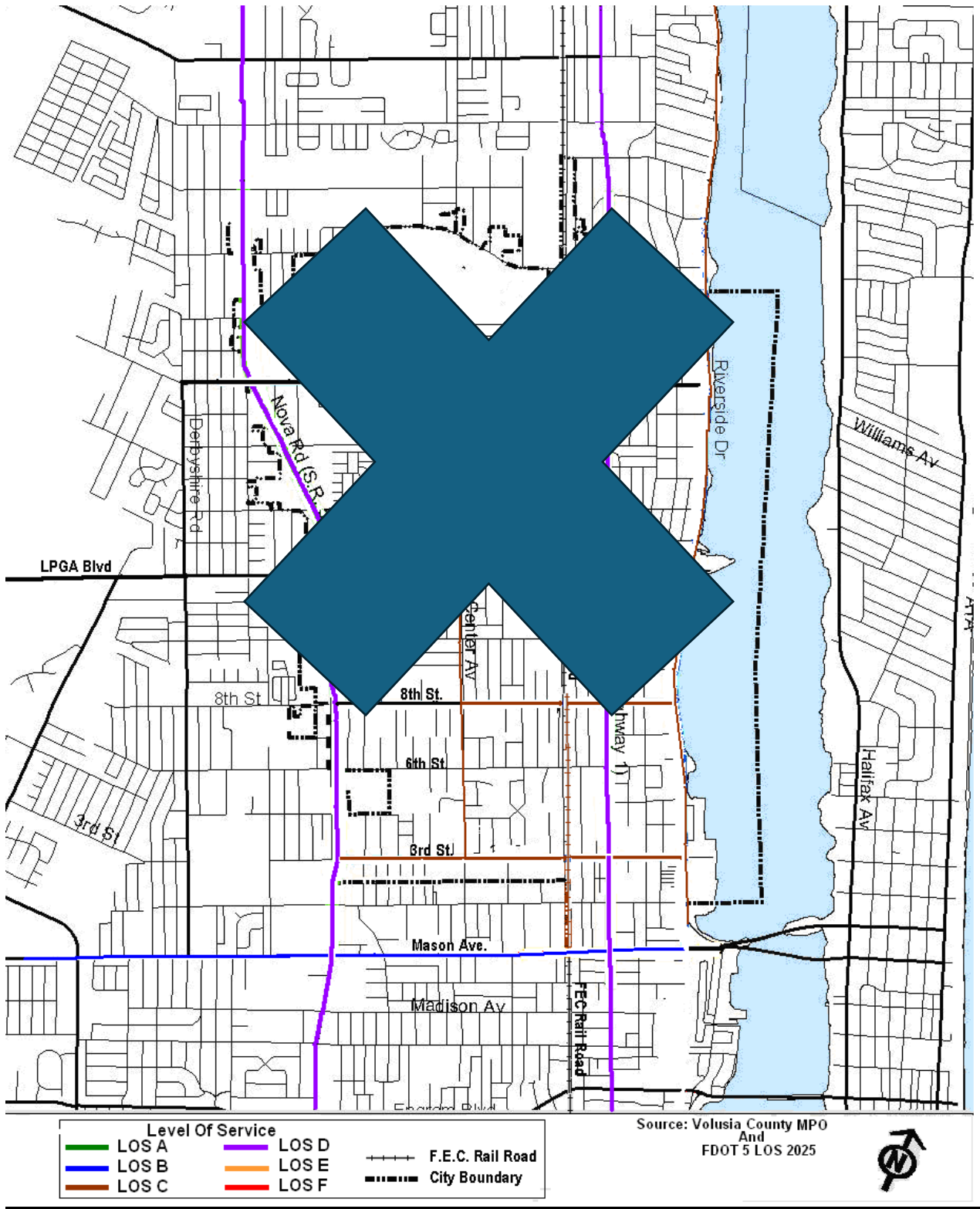


Table 1
Functional Classification and Current Level of Service: 2009
City of Holly Hill, Florida

ROAD	FROM	TO	FUNCTIONAL CLASSIFICATION	FACILITY TYPE	AADT	LOS
Ridgewood Av. (U.S. 1)	Hand Ave.	Mason Av. (S.R. 430)	Arterial	UA_S2WAC1_2W_4L_D_WL	27,000	D
Nova Rd. (S.R. 5A)	Hand Av.	LPGA Blvd.	Arterial	UA_S2WAC1_2W_2L_U_WL	30,500	C
Nova Rd. (S.R. 5A)	LPGA Blvd.	10 th St.	Arterial	UA_S2WAC1_2W_6L	32,500	C
Nova Rd. (S.R. 5A)	10 th St.	Center Av.	Arterial	UA_S2WAC1_2W_6L	32,500	C
Nova Rd. (S.R. 5A)	Brook Rd.	Center Av.	Arterial	UA_S2WAC1_2W_6L	32,500	C
Riverside Dr	Arterial	Center Av.	Arterial	UA_S2WAC1_2W_2L	5,570	C
Riverside Dr.	Plaza Grande	Center Av.	Arterial	UA_S2WAC1_2W_2L	6,240	C
Riverside Dr.	Flomich St.	Center Av.	Arterial	UA_NSMCRS_2W_2L	6,240	C
Riverside Dr.	Walker St.	Center Av.	Arterial	UA_NSMCRS_2W_2L	5,980	C
Riverside Dr.	LPGA Blvd.	Center Av.	Arterial	UA_NSMCRS_2W_4L	7,320	C
Daytona Av.	Mason Av.	Center Av.	Arterial		1,788	
Center Av.	Mason Av.	Center Av.	Arterial		5,118	C
Mason Av.	Nova Rd.	Center Av.	Arterial		22,156	B
Mason Av.	Ridgewood (U.S. 1)	Center Av.	Arterial			B
3rd St.	Riverside Dr	Center Av.	Arterial		2,052	C
8th St.	Riverside Dr	Nova Rd.	Arterial		4,542	C
LPGA Blvd.	Center Av.	Nova Rd.	Arterial	UA_S2WAC1_2W_2L_U_WL	12,410	D
LPGA Blvd.	Center Av.	Ridgewood Av. (U.S. 1)	Arterial	UA_S2WAC1_2W_2L_U_WL	9,840	C
Flomich St.	Nova Rd.	Ridgewood Av.	Collector	UA_NSMCRS_2W_2L_U_0L	n/a	n/a

Source: Volusia County Traffic Engineering Department.

CHAPTER 3

HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES - HOUSING ELEMENT

GOAL 1 - ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

Objective 1.1 - The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element

Policy 1.1.1 - The City shall maintain sufficient residentially zoned land to accommodate the projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.

Policy 1.1.2 - The City shall ensure that adequate public facilities and services will be provided to areas requiring such for development of needed housing units.

Policy 1.1.3 - The City shall work with the private and non-profit sectors as well as with other public entities to improve coordination among participants involved in housing -

Policy 1.1.4 - Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

Policy 1.1.5 - The City shall support Volusia County's housing programs that conserve or increase the supply of standard housing affordable to low- and moderate-income households.

Policy 1.1.6 – The City shall seek to identify historically significant housing and other housing for purposes of conservation, replacement, rehabilitation and adaptive reuse.

Objective 1.2 – Rehabilitation and elimination of Substandard Housing: All housing in the city which is found to be substandard but economically feasible to repair should be rehabilitated to increase the availability of standard housing and ensure that all housing in the city provides safe and adequate shelter to its occupants. However, the City shall make all effort to eliminate housing that is determined to be not economically feasible to repair.

Policy 1.2.1 – Through its code enforcement and building inspection process, the City shall regularly identify substandard housing along with housing that may be in need of structural and aesthetic improvements.

Policy 1.2.1 – ~~By 2012 create a housing rehabilitation program City-wide to be carried out as funds are made available through the use of Community Development Block Grant Funds (CDBG) or other~~ The City shall prioritize City-wide housing appropriate funding sources. The City shall actively support the provision of housing services by Volusia County Community Services, Halifax Habitat for Humanity and other non-profit housing organizations in the Holly Hill area.

Policy 1.2.2 - Rehabilitation of housing units ~~should~~ **will** be in conjunction with other neighborhood revitalization activities and facility improvements, as appropriate, to improve the overall quality of the housing and neighborhood environments.

Policy 1.2.3 - Neighborhood restoration efforts shall seek to maintain neighborhood identity in conjunction with strict and sensitive code enforcement and integrity.

Policy 1.2.4 – ~~Where possible,~~ **the** City shall utilize State and Federal financial resources to provide financial assistance to allow persons of limited income to repair their properties.

Policy 1.2.5 - In addition to correcting code violations, rehabilitation efforts may include incipient violations as determined by the Chief Building Official. These are defined as any conditions not in violation of the housing code which can be reasonably expected to become a violation within the near future, unless corrective actions are taken. Other improvements, as determined by the Chief Building Official, may also be eligible for assistance provided they are incidental to real or incipient code violations.

Objective 1.3 - The City shall continue to review and revise the adopted land development regulations eliminating all unnecessary requirements and procedural delays which add to the cost of residential land subdivision and housing construction.

Policy 1.3.1 - The City shall continue to encourage the use of innovative land development techniques including planned-unit-development and cluster development which could reduce land development and housing construction costs while maintaining and improving the quality of housing and neighborhoods.

Policy 1.3.2 - The City shall continue to encourage the use of innovative construction techniques and materials, including modular construction, which could possibly reduce the cost of housing while maintaining and improving the quality.

Policy 1.3.3 - The City shall continue to review and revise land development regulations to streamlined review procedure which eliminates unnecessary plan costs and approval delays.

Policy 1.3.4 - The City shall re-evaluate minimum floor area requirements for housing, and if appropriate, reduce excessive requirements.

Objective 1.4 – The City shall continue to enforce the adopted "fair housing" ordinance in accordance with Title VIII of the Civil Rights Act of 1968 and the Florida Fair Housing Act, Chapter 760, Florida Statutes.

Policy 1.4.1 - Every current and future resident of the City will be assured of equal housing opportunities.

Objective 1.5 The City shall continue to permit in residential areas ~~for~~ group homes and foster care facilities licensed or funded by the Department of Children and Family Services.

Policy 1.5.1 The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.

Policy 1.5.2 The City shall maintain provisions in the Land Development Regulations to allow smaller group homes (up to six residents) be permitted by right in all

residential districts. Larger group homes shall be permitted as a Special Exception use in all single-family residential districts and by right in all multifamily districts.

Objective 1.6 The City shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.

Policy 1.6.1 The City shall utilize, to the maximum extent possible, non-profit community-based organizations to assist in the acquisition, rehabilitation, and construction of affordable housing.

Policy 1.6.2 The City shall support multi-jurisdictional approaches to affordable housing issues in Volusia County.

Objective 1.7 The City shall ensure, on a continual basis, that a variety of housing, including mobile homes or manufactured housing, and affordable housing is developed in the community to provide for the varied lifestyles of its existing and future residents.

Policy 1.7.1 - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

Policy 1.7.2 - The City shall pursue affordable housing techniques designed to reduce the cost burden to low- and moderate-income households thus making affordable housing already available in the marketplace more accessible.

Policy 1.7.3 - Mix use buildings incorporating residential and commercial development in the Community Redevelopment Area shall have priority over single use buildings when applying for financial assistance from the City through the Tax Increment Financing District.

Policy 1.7.4 - The City housing policy shall promote universal accessibility as a design option for housing of the elderly and various income level families.

Policy 1.7.5 - Through the development review process and the administration of regulatory controls, the City will consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements to foster varied housing opportunities by types and cost.

Policy 1.7.6 - Mobile Homes shall be allowed in the R-9 mobile home zoning districts. This district will allow for a self-contained planned community under single ownership and featuring extensive on-site recreation facilities, landscaping and innovative design.

Objective 1.8 Encourage resource efficient green building, and sustainable development practices to enhance energy efficiency of housing in Holly Hill.

Policy 1.8.1 - Encourage installation of renewable energy systems by homeowners.

Policy 1.8.2.- Encourage the incorporation of green building practices into development projects.

Policy 1.8.3 - Provide educational materials regarding energy efficiency, sustainable design, and climate change, that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts through the City's website.

Policy 1.8.4 - The City shall promote energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.

Policy 1.8.4 - Encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.

Policy 1.8.5 - Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapo-transpiration and shade.

Policy 1.8.6 - Promote building design appropriate for local climate conditions.

Policy 1.8.7 - The City shall encourage the construction of energy efficient housing by exploring innovative regulations through nationally recognized green building standards, that promote energy conserving and environmentally sensitive technologies.

Objective 1.9 The City shall ensure that equal housing opportunities are realized by all residents regardless race, color, religion, ancestry, sex, familial status, national origin, handicap, or place of birth.

Policy 1.9.1 - City shall continue to enforce its Fair Housing Ordinance continually monitoring housing practices for possible housing discrimination.

Policy 1.9.2 - The City shall ensure housing opportunities for all current and future residents, with an emphasis on the needs of the financially, socially, and/or physically disadvantaged, and those displaced due to City actions.

Policy 1.9.3 - The City ~~shall~~ **may** maintain a program of annual inspections of rental housing, including single-family housing, as identified through the Rental Housing Business Tax Receipt Program.

CHAPTER 4

UTILITIES ELEMENT:

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND GROUNDWATER AQUIFER PROTECTION SUB-ELEMENTS

SANITARY SEWER SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES - SANITARY SEWER SUB-ELEMENT

GOAL 1 -. THE CITY SHALL PROVIDE FOR THE COLLECTION, TREATMENT AND DISPOSAL OF ALL WASTEWATER GENERATED IN THE CITY IN THE MOST ECONOMICAL, ENVIRONMENTALLY SOUND AND COST EFFICIENT MANNER POSSIBLE AND FACILITIES WITH SUFFICIENT CAPACITY THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL OF SERVICE STANDARDS ESTABLISHED. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS, INCLUDING WATER QUALITY BASED EFFLUENT LIMITATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEM AND PACKAGE TREATMENT SYSTEMS.

Objective 1.1 - Maintain a sanitary sewer system level of service standard adopted in the Capital Improvements Element

Policy 1.1.1 - The City will continue to implement concurrency procedures for monitoring available sanitary sewer system capacity to determine if adequate capacity remains for proposed development.

Policy 1.1.2 - No development approval shall be granted by the City for any proposed development if the demand for sewer system capacity would exceed currently available capacity.

Policy 1.1.3 - The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available for which if no building permit is applied for and received within a specified time period as provided for in the LDR that such reservation of capacity shall expire.

Objective 1.2 - The use of package sewage treatment plants, septic tanks, and other on-site wastewater treatment systems shall not be permitted except as follows:

Existing septic tanks may remain in service as long as they function in accordance with applicable standards and requirements. If any septic tank should fail to function and central sewer service is at that time reasonably available, connection to the central system shall be required.

Policy 1.2.1 - The City shall require all new developments to connect to the sewage collection system.

Policy 1.2.2 - Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system when individual lot septic tank failures are sufficient in numbers to cause health and water quality concerns

Objective 1.3 The City shall continue maintenance and restoration of the sewage collection system to reduce the amount of inflow and infiltration.

Policy 1.3.1 - The City shall continue to allocate the amount of funds necessary in the Capital Improvement Plan to correct major inflow/infiltration problems.

Policy 1.3.2 - Proposed sanitary sewer system projects for replacement, correction of deficiencies, and provision of facilities for future needs shall be prioritized in accordance with the following guidelines:

- Level 1 - (highest priority) - whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- Level 2 - whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes in-fill development.
- Level 3 (lowest priority) - whether the project represents a logical extension of facilities and services within a designated service area.

Policy 1.3.2 - Owners, operators and managers should undertake efforts to obtain optimum operating levels and facility longevity so as to maximize the use, effectiveness and efficiency of existing facilities.

Objective 1.4 The City shall continue to operate a wastewater treatment plant reuse distribution system that provides an orderly and cost-effective method of distributing reuse irrigation water to the reuse target areas and for residential irrigation.

Policy 1.4.1 - The quality of the reuse water shall meet or exceed the standards established by the Florida Department of Environmental Protection (*FDEP*) before leaving the wastewater treatment plant or entering storage.

Policy 1.4.2 – Monitoring equipment and appropriately trained personnel shall be provided at the wastewater plant to ensure the continuous quality of the effluent.

Policy 1.4.3 –The City’s Public Works Department shall each year, as the effluent reuse system expands, publicly educate its customers on the benefits of participating in the re-use system

Policy 1.4.4 – New residential developments, in the vicinity of reclaimed water transmission mains, shall install “dry lines” for reclaimed water service. Subdivisions with greater than 100 homes shall provide on-site storage and pumping for peak flow attenuation. Developers have the option of contributing to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.

Policy 1.4.5 – The City shall implement water conservation and reuse practices as well as demand reduction strategies that are conditions of the City’s current Consumptive Use Permit (CUP).

Policy 1.4.6 – The City will implement the economically viable alternative water supply projects scheduled for completion by 2013 as identified by the Water Supply Plan.

Policy 1.4.7 – The City shall update its sewer permits **Master Plan** and Utility Rate Sufficiency Plan at a minimum of every five years to determine capital needs to maintain the established level of service.

Objective 1.5 - The City shall ensure that sanitary sewer and effluent reuse facilities are available to meet Level-of-Service Standards.

Policy 1.5.1 - The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain LOS standards.

Policy 1.5.2 - Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City Department responsible for the project.

Policy 1.5.3 - No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

Policy 1.5.4 - The City will maintain a five-year schedule of capital improvement needs for sanitary sewer and effluent reuse facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.

POTABLE WATER SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES – POTABLE WATER SUB-ELEMENT

GOAL 1 – THE CITY SHALL SUPPLY FACILITIES WITH SUFFICIENT CAPACITY FOR RAW WATER SUPPLY, TREATMENT AND TRANSMISSION OF POTABLE WATER TO MEET CONSUMPTION DEMANDS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL OF SERVICE STANDARDS ESTABLISHED FOR THE POTABLE WATER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR POTABLE WATER QUALITY. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL WELL AND POTABLE WATER PACKAGE TREATMENT SYSTEMS.

Objective 1.1 - Maintain a potable water system level of service standard adopted in the Capital Improvements Element

Policy 1.1.1 –The City shall not issue development approvals for any development if the demand generated by resulting development will exceed the capacity of existing potable water facilities.

Policy 1.1.2 -, The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available under the City's District issued C.U.P. for which if no building permit is applied for and received within a specified time period as provided for in the LDR that such reservation of capacity shall expire

Policy 1.1.3 - The availability of adequate water supply under the City's District issued C.U.P. shall be verified by the City prior to development permits being issued

Policy 1.1.4 – The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.

Policy 1.1.5 – Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

Policy 1.1.6 – The City shall encourage the implementation of a combined effluent reuse system with adjacent utility providers, including Ormond Beach, Daytona Beach and Volusia County.

Policy 1.1.7 – The City shall update its water permits **Master Plan** and rate structure every five years to determine capital needs to maintain the established level of service.

Policy 1.1.8 - Existing development with private water supplies not having adequate flow, pressure or poor water quality for firefighting will be required to connect to the City water system upon notice of availability. Impact fees and meter installation charges will be borne by the property owner.

Policy 1.1.9 Property owners shall be responsible for full capital costs incurred by the City providing water mains and fire hydrants to areas where developments, due to poor water quality or well failure, have inadequate flow or pressure

Objective 1.2 - The City shall ensure that potable water facilities are available to meet Level-of-Service standards.

Policy 1.2.1 - The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain LOS standards.

Policy 1.2.2 - Projected demands through the year ~~2035~~ 2015 shall be met by undertaking those projects as identified in the Capital Improvements Element.

Policy 1.2.3 - Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City Department responsible for the project.

Policy 1.2.4 - No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

Policy 1.2.5 - The City will maintain a five-year schedule of capital improvement needs for potable water facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.

Policy 1.2.6 - All wellfields shall be developed and protected in accordance with the provisions for Public Water Supply Wellfield Protection in the Land Development Regulations.

Policy 1.2.7 - The City shall continue to implement and develop wellfield expansion programs in accordance with guidelines established in the Utility Master Plan.

SOLID WASTE SUB-ELEMENT**GOALS, OBJECTIVES AND POLICIES – SOLID WASTE SUB-ELEMENT**

GOAL 1 - PROVIDE FOR THE COLLECTION AND DISPOSAL OF ALL HOUSEHOLD, COMMERCIAL, INDUSTRIAL, CONSTRUCTION AND OTHER SOLID WASTES GENERATED WITHIN THE CITY IN A MANNER THAT IS COST EFFICIENT, SANITARY, ENVIRONMENTALLY SOUND, AND CONVENIENT.

Objective 1.1 – In cooperation with the Volusia County Department of Environmental Management and the Florida Department of Environmental Protection, continue procedures, policies and guidelines for monitoring and regulating the handling of hazardous wastes in the City.

Policy 1.1.1 - The City shall monitor activities in the City that are known to use hazardous materials in order to insure compliance with applicable handling and disposal rules and guidelines.

Objective 1.2 – The City shall continue to maintain and enforce the comprehensive solid waste reduction program which addresses in particular:

- a practical means to achieve work with the County's waste programs to achieve the goal of reducing the amount of the solid waste disposed of at the County landfills Statewide weight-based recycling goal of 75%. by 30%.
- specific methods for separation of white goods, yard trash, construction/demolition debris, and tires from the solid waste stream for disposal at alternate sites or for recycling.
- a strategy for educating the public to avoid products which: are not recyclable; cannot be converted; or cannot be used as a resource or derived fuel.

Policy 1.2.1 - The City shall continue to coordinate and cooperate with Volusia County in the waste reduction/recycling program that best serves the interests of the citizens of Holly Hill where economically feasible

Objective 1.3 The City shall continue to maintain and enforce the concurrency management system that will ensure needed solid waste facility capacity will be available to serve development.

Policy 1.3.1 - Maintain a level of service standard of 6.0 pounds per capita per day for the City's solid waste collection and transport service.

Policy 1.3.2 - In order to maintain consistency with Volusia County, the level of service standard for solid waste disposal capacity at the landfill shall be 8.6 pounds per capita per day.

Policy 1.3.3 - The City's concurrency management system shall provide procedures and methodologies to ensure that the measurement of available capacity at the County's landfill disposal facilities or alternate materials recycling facilities are as accurate and consistent with the County's measurement of available capacity.

STORMWATER DRAINAGE SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES –DRAINAGE SUB-ELEMENT

GOAL 1 – THE CITY SHALL CONTINUE TO IMPLEMENT A DRAINAGE AND STORMWATER MANAGEMENT POLICY THAT INCORPORATES THE NEED FOR AN EFFECTIVE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM TO PREVENT RISK TO THE HEALTH AND SAFETY OF THE RESIDENTS AND DESTRUCTION OF PROPERTY FROM STORMWATER FLOODING AND TO PREVENT DEGRADATION OF SURFACE WATER AND GROUNDWATER QUALITY.

Objective 1.1 - Adequate stormwater management facility capacity shall be provided for all future developments through the capital improvements planning process.

Policy 1.1.1 - The following level of service standards shall be maintained as the basis for determining the availability of adequate facility capacity to serve any proposed development or redevelopment:

- For any new development, the 25-year frequency, 24-hour duration storm event shall not allow the post condition hydrograph to exceed the pre-condition hydrograph; and
- the first one-inch of rainfall on the site for each storm event shall be retained on site; and
- the peak discharge from the developed or redeveloped site resulting from a one-hundred-year frequency, 24-hour duration storm shall not exceed the peak discharge resulting from pre-existing conditions on the site.
- prior to discharge into natural or artificial surface waters, drainage from a site shall be "treated" to reduce the amount of pollutants to a level compatible with the current requirements of the St. John River Water Management District (SJRWMD).

Policy 1.1.2 Maintain and review the adopted procedures and guidelines to ensure that these levels of service standards shall be applied consistently and equitably. The Capital Improvements Plan shall be utilized as the principal mechanism in scheduling improvements identified in the Stormwater Master Plan while the Stormwater Utility Fee shall be chief funding source for stormwater implementation.

Policy 1.1.3 - Construction of new drainage facilities and correction or replacement of existing facilities shall be prioritized on the basis of the following guidelines:

- Level 1 - (highest priority) - whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- Level 2 - whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes in-fill development.
- Level 3 (lowest priority) - whether the project represents a logical extension of facilities and services within a designated service area.

Objective 1.2 Development activities shall be conducted to ensure the public safety and, at the same time, protect and enhance the surface water quality of the surface waters, the functioning values of wetlands, and other natural design features, and the aquifers recharge.

Policy 1.2.1 - New stormwater management systems shall be built consistent with best available technologies in the field of stormwater design and treatment.

Policy 1.2.2 - The City shall continue to perform field inspections of non-residential and residential development to ensure the stormwater system designs are built and function according to approved stormwater management plans.

Policy 1.2.3 - The utilization of Best Management Practices (BMPS') shall be required during road construction, urban development, and agricultural activities to protect natural water bodies and wetlands from pollutants and siltation.

Policy 1.2.4 - Sufficient water shall be retained on-site to support natural groundwater and surface water levels throughout the year, to allow aquifer recharge and avoid over draining natural watersheds

Policy 1.2.5 - Drainage and stormwater management systems shall use natural systems to the greatest extent possible, and land development modifications shall resemble natural features to the greatest extent practicable.

Policy 1.2.6 - The following criteria shall apply when considering applications for development activities that utilize wetlands as part of the stormwater management system

- a. Stormwater outfalls from a development may be directed to the wetland only when free of debris and free of chemical pollutants and silt that will adversely impact wetlands, and only at rates that do not disturb vegetation or increase turbidity. Sheet flow and other overland drainage of runoff shall be controlled.
- b. The proposed action shall not cause stormwater runoff on the wetland to take place at a rate that would exceed the natural rate.
- c. The allowed total increased runoff, in combination with the total fill allowed, shall not cause total natural flood-storage capacity of the wetland to fall below, or fall below further, the projected volume of runoff on the whole developed wetland watershed generated by a 100-year frequency, 24-hour duration rainfall event.

Policy 1.2.7 - Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and Building Permits.

Policy 1.2.8 - Open spaces shall be designed for multiple purposes and arranged to connect isolated wetlands so as to provide wildlife corridors and stormwater management conveyance.

Policy 1.2.9 - Existing natural drainage systems shall be incorporated into the development's stormwater management system consistent with the performance standards for protection of wetlands.

Policy 1.2.10 - Stormwater management systems shall be designed to ensure that post-development runoff does not exceed pre-development levels, in terms of the volume, rate, timing and pollutant load of runoff.

Policy 1.2.11 - Stormwater runoff shall be detained for a sufficient amount of time, as needed, to provide for the settling and filtration of pollutants to the maximum extent possible before discharging into a surface waterbody or recharging into the groundwater as required by State regulations.

Policy 1.2.12 - Discharge from drainage or mosquito control ditches directly to surface water bodies or open water streams shall be discouraged and minimized. Discharge into existing compatible wetlands or constructed retention basins that have been seeded and/or vegetated with wetland plant species shall be encouraged.

Policy 1.2.13 - Drainage or mosquito control ditches shall be constructed as ditches to meet requirements, with gently sloping sides not to exceed a 4:1 slope. The City will encourage the minimization of ditch construction, use of alternate methods of insect control, or restoration of areas currently drained by historical ditches.

Policy 1.2.14 - If an outfall from a dredged or excavated area is necessary to remove excess stormwater, then the outfall shall either be routed through a compatible wetland or a shallow retention basin constructed and seeded or vegetated with wetland plant species to act as a filter for runoff.

Policy 1.2.15 - Roads shall be placed to minimize the need for cut and fill, and all cut and fill banks shall be stabilized with minimum maintenance materials to prevent continuing erosion problems.

Policy 1.2.16 - Retention and detention facilities shall be constructed consistent with design and performance criteria which include: restricting public access; sloping and stabilization of banks; oil or grease contamination; use of wetlands for stormwater management and treatment shall be compatible with the ecological characteristics of such wetlands and shall not degrade the wetland by disrupting the normal range of water level fluctuations necessary for sustaining the natural hydro period of the wetland; and provisions, where appropriate, to utilize stormwater management systems for reclaimed water storage and/or augmentation.

Policy 1.2.17 - No development will be allowed that poses a threat of releasing harmful quantities of pollutants to surface waters during flooding.

Policy 1.2.18 - The LOS standards in accordance with the Capital Improvements Element, shall apply in the review of development activity

Policy 1.2.19 - Prior to construction, the City must receive and approve the applicant's proposal of the entity to be responsible for operation and maintenance of the permitted stormwater management system with the designation of the proposed entity. The City shall receive and approve a document enumerating enforceable affirmative obligations of the entity such as a homeowner's association, to properly operate and maintain the stormwater management system for its expected life. The documents may consist of a showing of compliance with the City's acceptance of portions of the system for maintenance; articles of incorporation for condominium or homeowner's association; or plat or deed restrictions apportioning maintenance responsibility.

Policy 1.2.20 - All detention system surface areas shall consist of a littoral zone that is available for biological assimilation of pollutants. The extent of littoral zone requirements will be based on the ratio of vegetated littoral zone to the surface area of the pond at the controlled elevation. The width shall ensure adequate filtration of surface water runoff, provide for control of erosion and sedimentation, and offer wildlife habitat areas.

Policy 1.2.21 - Dry retention areas shall have at least one foot of freeboard above the 25-year designated high water table.

Objective 1.3 - The City shall continue to review and revise accordingly its land use and development regulations to provide the specific and detailed provisions necessary to protect the functions of natural drainage features.

Policy 1.3.1 - Development shall be prohibited where it is determined that such development will reduce natural flood storage capacity, increase the extent or severity of flooding, contribute to water quality degradation, or cause other adverse drainage conditions

Policy 1.3.2 – Include provisions where applicable, to utilize stormwater management systems for reclaimed water storage and/or augmentation.

Objective 1.4 The City shall continue to administer, in a cost-effective and environmentally safe manner, drainage and stormwater management facilities and services consistent with the Land Development Regulations (LDR) as supported by the stormwater utility fee, user fees and impact fees. Existing deficiencies shall be corrected and the extension or increase in the capacity of the City drainage and stormwater management system shall be coordinated to meet existing and future needs as determined by the Stormwater Master Plan, to maximize the use of existing facilities, and to discourage urban sprawl.

Policy 1.4.2 – Priority for capital improvements shall be given to the correction of existing deficiencies as determined by the adopted Stormwater Master Plan.

Policy 1.4.2 – The City shall coordinate the extension of, or increase in, the capacity of drainage and stormwater management facilities with the needs of the public by ensuring that no development is approved unless the facilities are in place or scheduled to be in place concurrent with development and consistent with the adopted level-of-service standards.

NATURAL GROUNDWATER AQUIFER RECHARGE SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES – GROUNDWATER RECHARGE SUB-ELEMENT

GOAL 1 – TO PROTECT THE FUNCTIONS OF DESIGNATED NATURAL GROUNDWATER AQUIFER RECHARGE AREAS AS PROVIDED BY THE LAND DEVELOPMENT REGULATIONS.

Objective 1.1 - Maintain the natural characteristics and function of the Floridan and surficial (shallow groundwater) aquifers, including its potentiometric surface level and quality.

Policy 1.1.1 - The City shall regulate land use and development to protect functions of the designated recharge areas. Water supply, production facilities and C.U.P. capacity shall be available for new site plan and/or subdivision developments, prior to issuance of development orders.

Policy 1.1.2 - Prime groundwater recharge areas (defined pursuant to 373.095(3) and 373.0937, F.S.) and other recharge areas which have been identified by the ECFRPC or subsequently by the City ~~(pursuant to 9J-5.011(1)(g) and 9J-5.011(2)(c) 4, F.A.C.,~~ as necessary to maintain the quality and quantity of water in aquifers from which potable water supplies are drawn, shall be protected. Activities within recharge areas shall not reduce the volume of recharge (i.e., increase the total volume of post-development runoff), or reduce the quality of groundwater below State standards (Chapter 62, F.A.C., where applicable).

Policy 1.1.3 - No commercial or industrial mining shall be allowed in prime groundwater recharge areas identified by the SJRWMD pursuant to 373.095(3), F.S. or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.

Policy 1.1.4 – Land use planning and land development approvals shall reflect the limitations of available water supplies. The City shall continue to use its concurrency management system to limit development potential in accordance with available “raw water” production, treatment, distribution and permitted withdrawal capacity.

Objective 1.2 - The City shall coordinate with Federal, State, regional, and other local agencies to develop intergovernmental responses to groundwater.

Policy 1.2.1 - The City shall work with ~~the East Volusia Regional Water Authority (EVRWA)~~ and Volusia County to develop regulations on agricultural activities in recharge areas.

Policy 1.2.2 - The City shall participate in the development of groundwater basin management plans through ~~an~~ intergovernmental coordination ~~mechanism such as VCOG.~~

Policy 1.2.3 - The City will continue to review and comment in a timely manner on consumptive use permits issued by the SJRWMD.

Policy 1.2.4 - The City shall continue to collaborate with the St. Johns River Water Management District, US Geological Survey, and US Soil Conservation Service both in studying the surficial and Floridan aquifers and in determining the most appropriate actions to take in order to protect the resources.

Objective 1.3 - The City shall continue to review water conservation measures that encourage water conservation. The City shall follow all water conservation plans approved by the SJRWMD as part of the City's C.U.P.

Policy 1.3.1 - The Public Works and Utilities Department shall monitor per capita finished water consumption rates and shall develop an action plan to reduce per capita consumption if it exceeds by 25% the average gross per capita consumption of 100 gallons per day.gpd.

Policy 1.3.2 – The City shall continue to utilize a variety of potable water conservation strategies and techniques in the design of ordinances and review of development which have been incorporated into the Land Development Regulations (LDR).

Policy 1.3.3 – The City shall cooperate with the SJRWMD in the enforcement of the provisions of WMD emergency water shortage plans.

Policy 1.3.4 – Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include but are not limited to:

- a. Development of programs and ordinances to require installation of water conserving plumbing fixtures in new or renovated building construction which are, at a minimum, consistent with the requirements of the State Water Conservation Act (553.14, F.S.).
- b. The City shall continue to implement and expand its program to provide effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.
- c. The City shall require new developments to install “dry lines” for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.

Policy 1.3.5 – Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs should be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.

Policy 1.3.6 – The City shall study the feasibility of using desalinization treatment to meet water use demands. Desalinization treatment should be employed where it can be shown to be economically feasible and environmentally sound.

Policy 1.3.7 – The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of Occupancy or its functional equivalent.

CHAPTER 5

COASTAL MANAGEMENT/CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES - COASTAL MANAGEMENT/CONSERVATION ELEMENT

GOAL 1 - CONSERVE, PROTECT, AND RESTORE COASTAL NATURAL RESOURCES IN ORDER TO MAINTAIN AND ENHANCE NATIVE HABITATS, WILDLIFE DIVERSITY, AND SURFACE AND GROUNDWATER QUALITY.

Objective 1.1 - No land use or development that will degrade the quality of surface waters in and around the City of Holly Hill shall be permitted by the City.

Policy 1.1.1 - The City shall require all new development to comply with its Stormwater Management Plan and Conservation Ordinance which provides that drainage from a site shall be "treated" to reduce the amount of pollutants to a level compatible with the Florida Water Quality standards in Chapter 17-3, the Florida Administrative Code, before discharge into any surface water body.

Policy 1.1.2 - The City shall require the preservation of natural upland vegetative buffers adjacent to wetland areas and surface water bodies.

Policy 1.1.3 - Existing and new marinas shall not degrade water quality in the Halifax River. The following criteria shall apply in the implementation of this policy:

- 1) When new facilities are developed, non-water-dependent structures (such as bait and tackle shops and restaurants) shall be placed on suitable uplands.
- 2) New or expanded facilities shall utilize dry storage to the fullest extent possible.
- 3) Marinas containing live-aboard shall be inspected to ensure proper operation of marine sanitation devices.
- 4) Prior to operation of any new marina fueling facility, a fuel management/spill contingency plan will be developed. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a spill.
- 5) Sewer pump-out service shall be made available and accessible to all new boat slips constructed. Operation of all pump-out equipment shall be limited to trained personnel.

Objective 1.2 - The City shall continue to review and revise its land use and development regulations with consideration of the need to preserve natural vegetation.

Policy 1.2.1 - The City's land use and development regulations shall be revised to require landscaped buffers between incompatible land uses. Preservation of natural vegetation shall be preferred over replanting. Trees shall be protected from needless destruction and removal.

Objective 1.3 - Maintain the existing characteristics of the groundwater aquifer, particularly with regard to the quantity and quality of water now found there.

Policy 1.3.1 - The City shall continue to require new development to retain the "first inch" of rainfall on-site for eventual percolation into the groundwater aquifer.

Policy 1.3.2 - The City shall promote preservation and replanting of natural vegetation (xeriscaping) in all development projects in an effort to curb the use of non-native, poorly adapted vegetation which requires excessive irrigation.

Policy 1.3.3 - The City shall discourage the use of on-site sewage disposal systems, which have the potential, if over concentrated or not properly maintained, to pollute the groundwater aquifer.

Policy 1.3.4 - Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever feasible, to reduce groundwater withdrawals for water use applications which do not require potable water.

Policy 1.3.5 – The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include ‘dry line’ requirements for new developments

Objective 1.4 – Promote a joint effort with Volusia County and the coastal municipalities, to adopt a Natural Resource Management Plan that will include a cooperative, coordinated procedure and administrative structure to ensure the long-term protection and enhancement of the natural upland and wetland habitats and associated wildlife of the coastal area.

Policy 1.4.1 – The City shall provide representation on the County's Water and Soil Conservation District as a means of promoting this objective.

Policy 1.4.2 - The City recognizes that the natural coastal resources of one jurisdiction are often affected by activities occurring in adjacent jurisdictions, and that a coordinated, area-wide effort is necessary to adequately manage such resources. For this reason, the City shall cooperate to the greatest degree possible to achieve the area-wide goal to preserve and enhance the special coastal resources of the Volusia coastal area.

Policy 1.4.3 - Cooperate and coordinate with Volusia County, other coastal cities, state and regional agencies, and other interested parties in developing consistent standards, criteria and land development regulations for the preservation and enhancement of coastal resources.

Policy 1.4.4 - All proposed development activities known to adversely impact any threatened or endangered species or species of special concern shall be required to either appropriately mitigate such adverse impact or shall not be approved.

Policy 1.4.5 - Cooperate and coordinate with Volusia County, other coastal cities, state and regional agencies, and other interested parties in developing consistent standards, criteria and programs for the management and disposal of hazardous wastes, including identification and clean-up of hazardous waste dump sites and spills.

Objective 1.5 - Cooperate with Volusia County, other coastal cities and state and regional agencies, establish a comprehensive and continuing, estuarine water quality sampling and monitoring program to provide a reliable benchmark and trend data upon which to measure changes in water quality.

Policy 1.5.1 - The City shall use the information generated by this monitoring program to evaluate the success of water quality protection efforts and to determine where corrective action is needed.

Objective 1.6 - Maintain or increase the current acreage of wetland vegetation located within the City.

Policy 1.6.1 - The City shall monitor development activity in and adjacent to wetland areas to ensure that existing local, state and federal wetland preservation requirements are strictly enforced.

Policy 1.6.2 - The City may allow removal or destruction of existing wetland vegetation only when it is necessary to promote a greater public interest and when no reasonable alternatives are available. Such lost wetland areas will be replaced by high quality created wetlands in the same vicinity at a ratio of 2 acres of created wetlands to 1 acre of lost wetlands.

Policy 1.6.3 - The City shall encourage the implementation of a combined effluent reuse system with adjacent utility providers, including Ormond Beach, Daytona Beach and Volusia County.

Policy 1.6.4 – Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

Policy 1.6.5 – The City will promote water conservation measures for existing and new development. These measures include water efficient landscaping practices, water main replacements to reduce leakage, require that irrigation systems owned by the City be equipped with rain sensors and/or soil moisture sensing devices, continue the use of individual meters, maintain a block rate structure, encourage customer compliance with SJRWMD's lawn and irrigation rules, participate in education programs, prohibit the use of water to freeze project pipes, co-sponsor a water conservation garden, and prohibit wasteful use of water.

Objective 1.7 - The City shall continue to review and revise its land use and development regulations to include, as may be necessary, specific provisions ensuring that development and redevelopment will not adversely impact living marine resources.

Policy 1.7.1 - Stormwater runoff (both before and after development) shall be treated to remove sediments and other pollutants prior to discharge into natural surface water bodies.

Policy 1.7.2 - Provisions shall be made to balance the discharge of stormwater into the Halifax River to maintain appropriate salinity levels for the maintenance and enhancement of living marine resources.

Policy 1.7.3 - Activities within the Halifax River that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public benefit can be shown and adequate mitigation and monitoring measures are included. The criteria applicable in the implementation of this policy shall include, but are not limited to, the following:

- 1) Grass beds and other submerged habitat deemed valuable by the Florida Department of Environmental Protection (FDEP) would be subject to protection regardless of their size.
- 2) Proposed activities in an estuarine basin whose public interest benefits could be considered to justify alterations or adverse impacts shall, at a minimum, meet one or more of the following criteria:

- a. The activity is necessary to prevent or eliminate a public hazard; and
 - b. The activity would provide direct public benefits that would exceed those lost to the public.
- 3) Unavoidable impacts to grass beds and other valuable submerged habitat may be mitigated through any means, which will result in no net loss of grass beds or other estuarine habitat. The method utilized (transplant, creation, etc.) will be determined in conjunction with the U.S. Fish and Wildlife Service (USFWS), and FDEP. The ratio for mitigation shall be no less than 2:1.
 - 4) Mitigation shall take place within the limits of an area stipulated by FDEP.
 - 5) If seagrass mitigation is determined by FDEP and USFWS not to be feasible other types of wetland vegetation may be substituted if deemed appropriate by FDEP and USFWS.

Objective 1.8 - The City shall apply within its limits all applicable rules and regulations of the ~~formulate and adopt a local manatee protection plan in conjunction with the~~ County's ~~proposed~~ Manatee Protection Plan.

Policy 1.8.1 - Development and redevelopment activities that may have an adverse impact on the West Indian manatee shall be prohibited.

Policy 1.8.2 - Marina operators shall be required to undertake the following manatee protection measures in areas manatees are known to visit:

- 1) Implement and maintain a manatee public awareness program (in conjunction with FDEP) which will include the posting of signs to advise boat users that manatees are an endangered species, which frequent the waters of the area and the provision of manatee literature at conspicuous locations;
- 2) Declare the waters in and around marinas as "idle speed" zones;
- 3) Install floating display flags at entrance channels to warn boaters when manatees are known to be in the area; and
- 4) Post telephone numbers to report injured manatees.

Objective 1.9 - Maintain air quality in the City of Holly Hill within the standards established by the Florida Department of Environmental Protection (FDEP) and the U.S. Environmental Protection Agency.

Policy 1.9.1 - Require businesses demonstrate that all necessary air quality permits have been approved, and all appropriate air pollution control devices have been installed, prior to occupancy.

Policy 1.9.2 - Whenever feasible, new development and redevelopment, including municipal road improvement projects as well as private development, shall be designed so as to encourage walking, bicycling and use of mass transit as alternatives to the use of private automobiles. In implementing this policy, the City shall review all development proposals with consideration of the need to provide, whenever appropriate, sidewalks, bicycle lanes, secure bicycle storage facilities, and bus turn-out bays and passenger shelters at bus stops.

Objective 1.10 - The City shall adopt Volusia County's regulations which protects water recharge areas and potable water wells located within the City's jurisdiction from contamination by threatening activities.

Policy 1.10.1 - Activities that are associated with any toxic and/or hazardous materials shall be prohibited within the cones of influence of potable water wells. Such cones of influence shall be determined on the basis of the best available scientific data and methods of analysis.

Objective 1.11 - The City shall protect, enhance, and improve the ambient surface water quality of the Halifax River.

Policy 1.11.1 - The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce Deleon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring program that identifies baseline conditions and standards as parameters to measure changes in water quality.

Policy 1.11.2 - The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges. This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.

Policy 1.11.3 - On-site waste treatment system facilities and drain-fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetlands as possible.

Policy 1.11.4 - The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

Policy 1.11.5 - The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.

Policy 1.11.6 - The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.

Policy 1.11.7 - The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities.

Policy 1.11.8 - In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. "Close proximity" shall be defined with regard to the proposed activity and the degree to which the adjacent water body is to be protected.

Objective 1.12 - The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust,

heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

Policy 1.12.1 - The City shall continue to promote and encourage xeriscape design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing xeriscape.

Policy 1.12.1 - The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Development Review Committee (DRC) be comprised of drought resistant native vegetation in harmony with site specific conditions.

Policy 1.12.1 - Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.

Policy 1.12.1 - All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.

Policy 1.12.1 - Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.

Policy 1.12.1 - Exotic plant species, as listed as exempt species in the Land Development Regulations (LDR), shall be removed from development sites during the time of construction.

Objective 1.13 - Wetland areas within the City shall be preserved in accordance with the Land Development Regulations (LDR), which incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; and establishes standards for mitigation.

Policy 1.13.1 - It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; and to provide for the protection of wetlands under the City's land development regulations to be implemented consistent with Section 163.3202, F.S.

Policy 1.13.2 - Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities

Policy 1.13.3 - All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.

Policy 1.13.4 - The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Regulations (LDR).

Policy 1.13.5 - The City shall maintain Land Development Regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that

there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.

Policy 1.13.6 - All new development shall submit to the City a description of all watercourses, water bodies and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Protection, Army Corps of Engineers, and the St. Johns River Water Management District shall be included.

Policy 1.13.7 - No development shall be approved unless it satisfies the provisions of the City's Land Development Regulations and the SJRWMD rules for Management and Storage of Surface Waters (MSSW), Chapter 40C-4, F.A.C.

Policy 1.13.8 - The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat, improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.

Policy 1.13.9 - The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.

Policy 1.13.10 - The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.

Policy 1.13.11 - Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge into receiving water bodies.

Policy 1.13.12 - On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.

Policy 1.13.13 - No wells shall be allowed to be constructed in wetlands.

Policy 1.13.14 - The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.

Policy 1.13.15 - Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.

Policy 1.13.16 - The City shall prohibit direct discharge of stormwater into wetland areas.

Policy 1.13.17 - The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.

Policy 1.13.18 - Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.

Policy 1.13.19 - Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.

Policy 1.13.20 - Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.

Policy 1.13.21 - The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:

- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
- b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
- c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
- e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.

Policy 1.13.22 - Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:

- a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable;

- b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored;
- c. Periodic monitoring to remove exotic or nuisance vegetation;
- d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and
- e. An upland habitat as an adjacent buffer on mitigated sites.

Policy 1.13.23 - An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.

Policy 1.13.24 - Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.

Policy 1.13.25 - A mitigation plan approved by a Federal, State or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.

Policy 1.13.26 - An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.

Policy 1.13.27 - The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.

Objective 1.14 - Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

Policy 1.14.1 - Encourage the production and use of energy generated from renewable resources.

Policy 1.14.2 - The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

Policy 1.14.3 - Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

Policy 1.14.4 - Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

Policy 1.14.5 - Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 2 - PRESERVE AND EXPAND OPPORTUNITIES FOR THE GENERAL PUBLIC TO USE AND ENJOY THE HALIFAX RIVER AND OTHER NATURAL RESOURCE AREAS WITH SIGNIFICANT RECREATIONAL POTENTIAL.

Objective 2.1 - Maintain existing acreages and facilities, which provide for public access to coastal recreational resources.

Policy 2.1.1 - The City shall maintain and develop public access to coastal recreational resources in accordance with the Open Space and Recreation Element of the Comprehensive Plan.

Policy 2.1.2 - Existing dedicated public rights-of-way, which provide access to the river, or any other significant coastal resource shall not be vacated by the City, and shall be improved to permit convenient public access.

Objective 2.2 - Reserve not less than 5 percent of the total river frontage within the City for water-dependent uses; not less than 40 percent for water-enhanced uses; and no more than 5 percent for uses that do not benefit from a waterfront location.

Policy 2.2.1 - The City shall review its zoning regulations and revise them as necessary to ensure that Objective 2.2 will be met.

Policy 2.2.2 - The City shall review its zoning regulations and revise them as may be necessary to prohibit uses on waterfront properties that will have a significant adverse impact on coastal resources.

Policy 2.2.3 - The City shall discourage the use of waterfront properties by uses that are not dependent on or enhanced by a waterfront location.

Policy 2.2.4 - New marinas shall be permitted only in accordance with the East Central Florida Regional Planning Council's (ECFRPC) Marina Siting Criteria.

GOAL 3 - REDUCE THE EXPOSURE OF LIFE AND PROPERTY TO THE HAZARDS OF EROSION, FLOODING, SEA LEVEL RISE, AND STORM SURGE, BY ELIMINATING INAPPROPRIATE AND UNSAFE DEVELOPMENT, AND MITIGATING FLOOD RISK TO EXISTING AND FUTURE DEVELOPMENT IN THE COASTAL AREAS THAT ARE OF HIGH RISK OF FLOODING DUE TO STORM SURGE, HIGH TIDE EVENTS, FLASH FLOOD, STORMWATER RUNOFF AND SEA LEVEL RISE AS OPPORTUNITIES ARISE.

Objective 3.1: The City shall maintain, review and update the post-disaster redevelopment plan.

Policy 3.1.1 - Uses and structures permitted in the coastal high-hazard area will as much as is feasible, include only those able to withstand a Category 3-5 storm without serious damage.

Policy 3.1.2 - The City shall not expend public funds for infrastructure improvements that will subsidize or otherwise encourage new development or redevelopment in the coastal high-hazard area, except as may be necessary to preserve human life or health or enhance public access to coastal recreation.

Objective 3.2: Provide for the conservation and protection of wildlife, fisheries, and their habitats:

Policy 3.2.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.

Policy 3.2.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.

Policy 3.2.3 The City shall prohibit boating service or storage operations which provide commercial “dry storage” for motorized boats along the Halifax River shoreline.

Objective 3.3 - The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.

Policy 3.3.1 - On a continuing basis, the City shall coordinate the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Halifax River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

Policy 3.3.2 - In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.

Policy 3.3.3 - In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.

Objective 3.4 - Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction, put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.

Policy 3.4.1 - The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.

Policy 3.4.2 - The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.

Policy 3.4.3 - The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may, at flood state, pose a threat to life and property in excess of that anticipated by the 100-year storm in the floodway fringe areas.

Policy 3.4.4 - Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.

Policy 3.4.5 - Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.

Policy 3.4.6 - The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheet-flow or pose a threat to the public health, safety, and welfare.

Policy 3.4.7 - Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design of development is consistent with City codes and standards.

Objective 3.5 - All development shall continue to be reviewed in accordance with the floodplain management criteria of the City's Flood Hazard Area section of the Land Development Regulations as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.

Policy 3.5.1 - The City shall constantly enforce the flood hazard provisions of the Land Development Regulations (LDR) which shall contain, at a minimum, provisions for:

- a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- d. Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

Policy 3.5.2 - The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

Policy 3.5.3 - The City shall continue to participate in the National Flood Insurance Program.

Policy 3.5.4 - All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment's capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.

Policy 3.5.5 - Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.

Policy 3.5.6 - The City shall perpetually enforce the flood hazard provisions of the Land Development Regulations (LDR) and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.

Policy 3.5.7 - All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.

Policy 3.5.8 - The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.

Policy 3.5.9 - The City shall require redevelopment be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60, as amended.

Policy 3.5.10 - The City shall require that any construction activities seaward of the coastal construction control lines established pursuant to F S 161 053 be consistent with Chapter 161, as amended.

Policy 3.5.11 - The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

Objective 3.6 - The Coastal storm area shall include the following areas:

- The Coastal High Hazard Area (CHHA) and
- Areas of the City projected to be inundated by sea-level rise as early as 2040 through 2100 based on maps developed by the East Central Florida Regional Planning Commission.

Objective 3.7 - The City shall continue to include development and redevelopment principles, strategies, and engineering solutions, that reduce the flood risk in coastal areas which result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 3.7.1 - Implement as opportunities arise, the recommendations of East Central Florida Regional Resiliency Action Plan – as adopted by the Volusia council in July 2019.

Policy 3.7.2 - Implement as opportunities arise, the approaches outlined in Resilient Volusia County 2017 of Accommodation, Protection, and Retreat, when considering options in addressing vulnerabilities and risk in planning for sea level rise. Incorporate strategies shown in Table 14 of the USACE Technical Letter 1100-21-1 into the City's flood management plan.

Policy 3.7.3 - The City will coordinate with FDOT or the River to Sea Transportation Planning Organization, in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal of providing an agile, resilient and quality transportation infrastructure system.

Policy 3.7.4 - The City shall review its Land Development Regulations and update as necessary to include elevated grade surfaces, elevated structures, floodable development, increased buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 3.7.5 - The City will coordinate with Volusia County or The East Central Florida Regional Planning Commission, to review the need to designate Adaptation Action Areas

(AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 3.7.6 - The City will coordinate and participate with Volusia County on updates to climate related policies and maps, which will be updated at a minimum every 5 years based on best available data.

Policy 3.7.7 - The City will implement as needed, and continue to implement, adaptation strategies such as:

- Continue to move forward with plans to repair/replace existing stormwater piping and building new stormwater infrastructure.
- The City will implement a backflow prevention system along the Intracoastal area on Riverside Drive where an analysis indicates regular flooding of the road along the Intracoastal Waterway.
- The City will continue with the design and construction of a stormwater drainage system on Flomich Street and Alabama Avenue.
- The City will continue to implement its annual pipelining program to reline pipes as needed in order to improve the City's stormwater flow.

Policy 3.7.8 - The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as use of pervious pavement and maintenance of natural preservation areas.

Policy 3.7.9 - In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall not allow variances that are feasibly avoidable when such variances will contribute to flood risk.

Policy 3.7.10 - The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 3.7.11 - As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 3.7.12 - Support local and regional mapping, modeling and monitoring programs to assure the most current and locally-specific data on climate change vulnerability and sea-level rise is available.

Policy 3.7.13 - The City will implement as opportunities arise, Volusia County's FEMA-approved Local Mitigation Strategy to reduce damage in areas of repetitive loss due to flooding.

Policy 3.7.14 - Available flood elevation certificates shall continue to be made available to the public.

Policy 3.7.15 - The City will continue to implement its Stormwater Management Master Plan as updated in January 2015, which provides guidance for the reduction of flooding and increased water quality as a result of stormwater runoff.

Policy 3.7.16 - The City shall provide adequate funding to continue to implement City projects and programs funded by Stormwater Utility Fees to reduce hazards associated with flooding.

Policy 3.7.17 - The City shall continue its Drainage System Maintenance Program which involves storm drain cleaning, mowing of City rights-of-way, swale areas, street sweeping and cleaning clogged drainage systems.

Policy 3.7.18 - The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 3.7.19 - The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 3.7.20 - As part of the development application review process, the City engineer shall review the stormwater management designs of private developers.

Policy 3.7.21 - The City shall continue to work with local, state and federal partners, to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.7.22 - If feasible, no public buildings shall be constructed within the 100-year flood with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

Policy 3.7.23 - The City shall collaborate with stakeholders at least every 5-years, or earlier, to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities, and opportunities for resiliency strategies within the updated planning horizons.

Objective 3.8 - The city shall encourage the use of best management practices, development and redevelopment principles, strategies, and engineering solutions, that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency (FEMA).

Policy 3.8.1 - To gradually remove real property from flood zone designations, the City shall encourage where feasible, the strategic relocation of such properties to safer areas and direct new development away from vulnerable areas.

Policy 3.8.2 - Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

Policy 3.8.3 - The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the City that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Objective 3.9 - The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

Policy 3.9.1 - The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.9.2 - Site plan review criteria shall consider location, site design, land use types, density and intensity of uses, landscaping, and building design for impacts or potential mitigation effects from sea-level rise and other future flood hazard scenarios.

Policy 3.9.3 - Strongly discourage plan amendments that would place additional residential and non-residential development at risk of flooding from sea-level rise and promote where feasible the clustering of development and the transfer of density/intensity of uses to increase contiguous pervious surface, in order to address flood impacts.

Policy 3.10.4 - The City shall require that new development and redevelopment in areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise incorporate building design specifications, engineering solutions, site development techniques, and management practices that reduce risk and losses due to flooding.

Policy 3.9.5 - The City shall prohibit the location of critical infrastructure when feasible in the Coastal Storm Area and the area inundated by a Category 2 hurricane as depicted by the SLOSH model.

Policy 3.9.6 - The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

Policy 3.9.7 - The City will continue to require the use of erosion and sediment control during construction and project development activities.

Policy 3.9.8 - In order to reduce losses due to flooding and claims made under flood insurance policies, the City will use site development techniques and best management practices such as:

- Low impact development
- Use of native vegetation
- Pervious surfaces
- Land Development Code updates
- Comprehensive Plan updates
- Encourage the removal of impervious surfaces as opportunities arise
- Principles, strategies, and engineering solutions to reduce flood risk in coastal areas
- Utilize vegetation and natural features to minimize surface runoff and reduce flood risks
- Open space preservation

- Increased setbacks and buffers
- Landscape retention areas

GOAL 4. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.

Objective 4.1 - The City shall implement an effective public information program to inform the public of hurricane vulnerability zones, hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City's Comprehensive Emergency Plan.

Policy 4.1.1 - Any public relations program explaining to the coastal residents the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.

Policy 4.1.2 - The City shall continually ensure that collateral materials, such as brochures, posters, and hurricane tracking maps are available for distribution to the general public.

Policy 4.1.3 - All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects shall properly notify all residents of potential flood hazards and hurricane evacuation routes.

Policy 4.1.4 - Timeshare resorts, hotels/motels, and condominiums shall display hurricane warning and evacuation information material in a prominent place.

Policy 4.1.5 - The City shall continue to implement a City-prepared Local Comprehensive Emergency Management Plan as approved by the City Commission.

Policy 4.1.6 - The City Fire department shall maintain an inventory all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the hurricane vulnerability zone. The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.

Policy 4.1.7 - The current Local Comprehensive Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post disaster recovery operations.

Objective 4.2. The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of service standard D during time of hurricane in any category storm.

Policy 4.2.1 - A level-of-service standard shall be maintained, defining 14 hours as the maximum time to evacuate the population-at-risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Regulations.

Policy 4.2.2 - The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued at least 14 hours before projected hurricane landfall.

Policy 4.2.3 - Land development-decisions, as regulated by the Land Development Regulations, affecting the hurricane vulnerability zone shall consider the impact to

evacuation times. Consequently, no development order shall be issued if the impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.

Policy 4.2.4 - All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.

Objective 4.3. Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.

Policy 4.3.1 - Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.

Policy 4.3.2 - In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities.

Policy 4.3.3 - Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management/Conservation Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.

Policy 4.3.4 - If constructed, all public facilities in the Coastal High Hazard Area shall be flood proofed to minimize damages from storms and hurricanes.

Policy 4.3.5 - The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant.

Policy 4.3.6 - The City shall continually participate in a “hazard identification and vulnerability assessment” study of public infrastructure in the Coastal High Hazard Area. Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.

Policy 4.3.7 - If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management/Conservation Element.

Objective 4.4 - In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.

Policy 4.4.1 - In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.

Policy 4.4.2 - New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.

Objective 4.5 - The City shall follow the provisions of the County Post-Disaster Relief Plan and the City's Comprehensive Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.

Policy 4.5.1 - The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.

Policy 4.5.2 - The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.

Policy 4.5.3 - The City's Comprehensive Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.

Policy 4.5.4 – Within 24 hours after a hurricane, the City Commission shall may meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.

Policy 4.5.5 - The Recovery Task Force shall include the City Manager, City Planner, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force.

Policy 4.5.6 - The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and recommend amendments to the Comprehensive Plan, Local Comprehensive Emergency Plan, and other appropriate policies and procedures.

Policy 4.5.7 - Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.

Policy 4.5.8 - The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.

GOAL 5. SUSTAINABILITY: THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATIONS AND PUBLIC PROGRAMS.

Objective 5.1 - Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

Policy 5.1.1 - Encourage the production and use of energy generated from renewable resources.

Policy 5.1.2 - The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

Policy 5.1.3 - Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

Policy 5.1.4 - Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

Policy 5.1.5 - Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 6. AIR QUALITY: MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, AND WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.

Objective 6.1. Prevent the degradation of the City’s air quality below baseline standards.

Policy 6.1.1 - No industrial or commercial business which emits air pollutants which would degrade the City’s ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.

Policy 6.1.2 - The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, and bike racks, and requiring more improved pedestrian sidewalks.

Policy 6.1.3 - New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.

Policy 6.1.4 - Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.

Policy 6.1.5 - Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

Policy 6.1.6 - The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

Policy 6.1.7 - The City shall enforce **Section 104.1.10 of** the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

GOAL 7. MINING AND MINERALS: MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.

Objective 7.1. Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.

Policy 7.1.1- The City shall maintain the provisions of the Land Development Regulations concerning effective mineral extraction to achieve the following: The City shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and to minimize soil erosion by the use of native vegetative buffers. Buffers shall also be established between the mining activity and adjacent existing and planned future land uses.

Policy 7.1.2 - On a continuous basis, the City shall coordinate with local governments, the FDEP and SJRWMD to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.

Policy 7.1.3 - If a mine requires “dewatering”, the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.

Objective 7.2 - Mineral extraction activities shall “respect” paleontological, archaeological, and historic sites.

Policy 7.2.1 - The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.

Policy 7.2.2 - Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary assessment can determine the probability of significant archaeological or paleontological assets.

Policy 7.2.3 - The City shall maintain the regulations in the Land Development regulations that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, the Volusia Anthropological Society, and the State Bureau Division of Historical Resources.

Objective 7.3. Mineral extraction activities will generate a net benefit to the community.

Policy 7.3.1 - The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.

Policy 7.3.2 - The City shall require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.

Policy 7.3.3 - Mining operators shall demonstrate financial responsibility to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.

Objective 7.4 - Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.

Policy 7.4.1 - Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.

Policy 7.4.2 - The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.

Policy 7.4.3 - Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.

Policy 7.4.4 - Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.

Policy 7.4.5 - Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.

CHAPTER 6

RECREATION AND OPEN SPACE ELEMENT

GOALS, OBJECTIVES AND POLICIES - **OPEN SPACE AND RECREATION AND OPEN SPACE ELEMENT**

GOAL 1 - DEVELOP AND MAINTAIN A WIDE VARIETY OF RECREATION FACILITIES AND PROGRAMS THAT ARE RESPONSIVE TO THE DEMANDS OF THE CITIZENRY:

Objective 1.1.- The City shall require of new development activities concurrency with the adopted level-of service standards.

Policy 1.1.1 - The City shall apply the level-of-service standards of park categories and facilities in accordance with ~~the~~ **those** adopted and listed in the Capital Improvements Element of the Comprehensive Plan.

Policy 1.1.2 - Parks and recreational facilities shall be located throughout the City to allow access opportunities to all segments of the population.

Policy 1.1.3 - The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.

Policy 1.1.4 - The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.

Policy 1.1.5 - The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, thorough surveys, citizen responses, civic interaction, and population growth.

Policy 1.1.6 - ~~By 2012, t~~ The city shall **maintain an** inventory **of** existing vacant land and buildings that are considered important to either short-term or long-term recreation and open space planning.

Objective 1.23 - Continue to improve ~~the City's Nature Preserve to include~~ **the city's parks and recreation areas, ~~suitable~~ access and parking, hike/bike trails, picnic shelters and restrooms.**

Policy 1.23.1 - Program sufficient funds in the City's Capital Improvement Plan for development of these improvements.

Policy 1.2.2 - Assure the continued maintenance of existing park and recreation facilities, and implement the necessary changes to increase the level of safety for the user.

Objective 1.3 - Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

Policy 1.3.1 - Use park systems or open space to buffer incompatible land uses, where parks or open spaces are compatible with these land uses.

Policy 1.3.2 - Acquire lands with minimal development potential due to size or shape that are adjacent to environmentally sensitive lands and incorporate them into the public open space system. To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and ~~for~~ **recreational** opportunities ~~value~~ to the community.

Policy 1.3.3 - To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.

Objective 1.4 - Maintain existing acreages and facilities which provide for public access to coastal recreational resources, including the Halifax River.

Policy 1.4.1 - The City shall maintain and develop the existing city-owned properties which provide public access to the Halifax River.

Policy 1.4.2 - Existing dedicated public rights-of-way which provide access to the river or any other significant coastal resource shall not be vacated by the City, and shall be improved to permit convenient public access.

Policy 1.4.3 - On a continuous basis, the City shall maintain its boat ramps, piers, docks, and other water access facilities in a safe and operable condition.

Policy 1.4.4 - The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees.

Policy 1.4.5 - A public safety plan shall be prepared for all special events sponsored on public property within the City. The plan will be reviewed by the City Manager and various City Departments.

Objective 1.5 - The City shall continue to coordinate with Volusia County, the Ponce Inlet Port Authority, the Volusia County School Board, other public agencies and the private sector, as may be appropriate, to further develop recreational opportunities for Holly Hill residents using existing recreation areas and facilities and unused lands owned by such entities within the city.

Policy 1.5.1 - Maximum use of existing recreation areas and facilities shall be encouraged.

Policy 1.5.2 - Cooperative arrangements between the City and other public or private entities for purchase, development, management and/or maintenance of recreation areas and facilities shall be encouraged when such arrangements will provide an efficient, economical means of meeting the recreational demands of Holly Hill residents.

Objective 1.6 – By 2012 The City shall develop a fiscally sound continue to support public parks and recreation facilities programs.

Policy 1.6.1 - The City shall pursue outside funding sources when necessary by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.

Policy 1.6.2 - A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy:

- a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.
- b. The City shall periodically review the fee structures of other local government jurisdictions and per capita operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure.

- c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending.

Policy 1.6.3 - The City shall continue to financially support ~~the~~ activities, events, and programs in order to maintain programs at their current level-of service. ~~in accordance with the adopted Parks and Recreation Master Plan as amended.~~

Policy 1.6.4 - New development shall be encouraged to provide land for accessible and usable public parks. ~~in accordance with the adopted Parks and Recreation Master Plan Study as amended and the City Land Development Regulations exchange for impact fee credits or to develop on-site recreation areas by continuing to allow 50% impact fee credits.~~

Policy 1.6.5 - Unless otherwise provided by interlocal agreement, the City ~~may~~ **shall** ~~continue to~~ charge ~~a~~ nonresidents an annual fee determined by the City Commission for the use of City recreation facilities. ~~The annual fee shall be at a rate equal to the proportionate share of operating and recurring capital expenses.~~

Policy 1.6.6 – ~~Where applicable~~ **if** the City shall ~~continue to~~ utilize user fee charges for services and facilities to help offset costs at recreation sites.

Objective 1.7 - Safe bicycling opportunities, for both recreation and transportation, shall be provided within the city where possible.

Policy 1.7.1 - Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Regulations.

~~**Policy 1.7.2** - By 2015, the City shall develop, in conjunction with the FDOT and Volusia County, a priority plan for bikeway and bike path construction; this plan will identify funding sources for these projects (identification and implementation planning) and will provide an implementation schedule.~~

Policy 1.7.3 -The City shall cooperate with bicycle organizations, law enforcement agencies, and the FDOT to promote a bicycle safety program; this shall include a program in the schools and a media information program.

Policy 1.7.4 -Bicycle facilities connecting schools with nearby active recreation areas shall be a priority. ~~of the City's bicycle plan.~~

Policy 1.7.5 -The City shall provide bicycle racks at all City-owned buildings or facilities that are open to the public.

Policy 1.7.6 -When providing bicycle and pedestrian pathways, the City shall determine through the ~~Volusia County MPO Bicycle and Pedestrian Committee~~, **Volusia Flagler Transportation Planning Organization(TPO)**, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.

Policy 1.7.7 -The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.

Policy 1.7.8 -To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and open space facilities.

Policy 1.7.9 -The City, in cooperation with the ~~County MPO~~ Volusia Flagler TPO and FDOT, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.

GOAL 2 - PRESERVE THE VALUABLE SCENIC VISTAS WITHIN THE CITY.

Objective 2.1 - Provide for recreational corridors to link ~~the~~ City-owned parks as well as other adequate and appropriate access ways ~~shall be provided for~~ to open space/conservation areas.

Policy 2.1.1 - The City shall submit grant applications to local, state and federal grant programs ~~grant applications~~ to acquire and develop land when appropriate and applicable, ~~grant applications to local, state and federal grant programs~~ for the acquisition, planning and development/management of City- owned lands. Programs include, but are not limited to:

- Florida Recreation ~~and~~ Development Assistance Program.
- Land and Water Conservation Fund Program.
- Florida Forever.
- Florida Boating Improvement Program;
- ~~Save our Rivers Program (SJRWMD);~~
- Ponce DeLeon Port Authority;
- Florida Inland Navigation District;
- Florida Communities Trust Program; and
- ECHO.

Policy 2.1.2 - The City shall designate scenic roadways in accordance with State and Federal programs.

Policy 2.1.3 - The City's standards designed to ensure preservation of the scenic value of designated routes shall be maintained in the Land Development Regulations.

CHAPTER 7

INTERGOVERNMENTAL COORDINATION ELEMENT

Goals, Objective and Policies – Intergovernmental Coordination Element

GOAL 1 - ELIMINATE AND PREVENT UNNECESSARY DUPLICATION OF GOVERNMENTAL SERVICES AND FACILITIES; ELIMINATE AND PREVENT CONFLICTS BETWEEN THE CITY AND ADJACENT MUNICIPALITIES, THE COUNTY, STATE AND REGIONAL AGENCIES, AND SPECIAL PURPOSE LOCAL GOVERNMENTAL ENTITIES; AND ELIMINATE AND PREVENT EXISTING AND POTENTIAL LAND USE CONFLICTS AT THE CITY'S BOUNDARY.

Objective 1.1 - Maintain consistency between Holly Hill's Comprehensive Plan and the comprehensive plans of adjacent municipalities and the County and the plans of the Volusia County School Board, the East Central Florida Regional Planning Council, and the State by VGMC-issued certification of consistency.

Policy 1.1.1 - Intergovernmental cooperation and coordination shall be maintained in order to plan for and provide efficient, cost effective, and environmentally sound public facilities and services.

Policy 1.1.2 - The City shall coordinate the adoption and all future amendments of its Comprehensive Plan with the comprehensive plans of adjacent municipalities and the County and the plans of the Volusia County School Board, the East Central Florida Regional Planning Council, and the State by reviewing the plans of other entities, avoiding inconsistencies, and resolving conflicts through negotiation, ~~mediation by the Volusia Council of Governments~~, **with** the Volusia Growth Management Commission, or the East Central Florida Regional Planning Council, and administrative hearings.

Policy 1.1.3 - The City shall review plans and plan amendments proposed by adjacent municipalities, the County, the School Board, the Regional Planning Council, and the State, and shall take appropriate steps to resolve any potential inconsistencies.

Policy 1.1.4 - The City shall encourage open, informal and on-going communication with adjacent municipalities, the County, the School Board, the Regional Planning Council, and the State to promote coordination on all governmental matters.

~~**Policy 1.1.5** - The City shall continue to encourage the intergovernmental coordination efforts of the Volusia Council of Governments, and shall promote the VCOG's continuing involvement in the study of area wide issues and opportunities.~~

Policy 1.1.6 - The City shall continue to encourage the Volusia ~~County Metropolitan~~ **Flagler Transportation** Planning Organization (**TPO**) to achieve a comprehensive, coordinated and continuing transportation planning process for Volusia County.

Policy 1.1.7 - The City shall utilize the informal mediation process of the East Central Florida Regional Planning Council as a means of resolving conflict with other local governments especially when the City is unable to resolve a conflict through direct negotiation or activities of the ~~Volusia Council of Governments and the~~ Volusia Growth Management Commission.

Policy 1.1.8 - The City shall resolve annexation issues through direct negotiation with other governmental entities, and mediation, if necessary, through the Volusia Growth

Management Commission, ~~the Volusia Council of Governments,~~ or the East Central Florida Regional Planning Council.

Policy 1.1.9 -The City shall support and participate in the preparation of management plans, water quality studies, and sampling programs in conjunction with Volusia County, the East Central Florida Regional Planning Council (ECFRPC), the SJRWMD, the John River Water Management District, the Department of Health and Rehabilitative Services, and DEP.

Policy 1.1.10 - The City shall work with ~~the East Volusia Regional Water Authority (EVRWA) and~~ Volusia County to develop regulations on agricultural activities in recharge area.

Policy 1.1.11 - The City shall review the Comprehensive Plans and any amendments thereto of the adjacent municipalities and Volusia County to determine if coastal resources such as the Halifax River and any associated wetlands are being managed in a consistent manner.

Policy 1.1.12 - The City shall cooperate as provided for by the County Home Rule Charter and State Statutes in joint planning and management programs with adjacent municipalities and counties and other public agencies that operate governments within its boundaries for mosquito impoundments, hurricane evacuation, controlling stormwater, reducing wastewater treatment plant discharges into the Halifax River, and coordinating efforts to protect designated and other rare species.

Policy 1.1.13 - The city shall continue to monitor and implement legislative changes in environmental protection measures.

Policy 1.1.14 - On a continuous basis the City shall review and implement stormwater quality programs and regulations as proposed by the Federal Environmental Protection Agency, the DEP, and the SJRWMD.

Objective 1.2 - Achieve an effective, efficient and equitable delivery of services to the citizens of Holly Hill through coordinated and cooperative efforts with adjacent municipalities and Volusia County.

Policy 1.2.1 - The City will negotiate interlocal agreements with adjacent municipalities, the County, the School Board, the State or any other governmental entity providing for the exchange or sharing of services or facilities when such arrangements will benefit the City and its citizens. Such interlocal agreements include fire, police, water supply planning and emergency services.

Policy 1.2.2 - The City will achieve coordination with other local governments in the provision of services and information through continuing participation in the cooperative activities of ~~the Volusia Council of Governments,~~ agencies such as the Volusia County Growth Management Commission and the East Central Florida Regional Planning Council, Volusia Flagler

~~**Policy 1.2.3** — By 2011 the City will shall adopt and implement an interlocal agreement with Volusia County and the City of Daytona Beach relative to water supply planning for the 122 homes north of the City and the New Journal site, which includes procedures for:~~

~~a. Coordinating and sharing information~~

- ~~b. Comprehensive plans and plan amendment review~~
- ~~c. Concurrency implementation~~
- ~~d. Implementation and amendments~~
- ~~e. Resolution of disputes~~

Objective 1.3 The City shall Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

Policy 1.3.1 - The City will continue to coordinate with the Volusia County Growth Management Department (VGMC), the Volusia Council of Governments (VCOG), the Volusia Flagler TPO, County Metropolitan Planning Organization (MPO), the University of Florida Bureau of Economic and Business Research (BEBER), and other agencies in order to develop citywide and countywide population projections that include expected growth shown in the comprehensive plan for the City. In addition, the City will use these mutually agreed upon and coordinated population figures in the comprehensive plan.

Policy 1.3.2 - The City will forward the population projections used in its comprehensive plan to the School Board so it can consider projected growth and development as it relates to the future needs for schools in the School Board's 5, 10 and 20-year facility plans.

Policy 1.3.3 - The City will annually review the School Board's plans for the siting of public schools within its jurisdiction for consistency with the comprehensive plan, both at the staff level and through public hearings for specific site plans. This will include a review of the 5, 10, and 20-year facility plans of the School Board as well as responding as needed to site specific plans to locate new schools or expand existing schools.

Policy 1.3.4 - Develop a development coordination procedure through interlocal agreement with the Volusia County School Board on the siting of public educational facilities, which outlines the process for assessing impacts during site acquisition, addresses measures to maintain the City's adopted levels-of-service at the time of development and formalizes a citizen-participation/notification process.

Policy 1.3.5 - City staff will coordinate annually, or more often as needed, with Volusia County staff for the purpose of determining future unincorporated area needs for water and sewer within each respective unincorporated area served by the county.

Policy 1.3.6 - The City will forward requests for access to County or State maintained roadways to each respective agency for comment concerning their respective plans and policies.

Policy 1.3.7 - The City will coordinate with service providers that have no regulatory authority over the use of land in the City to develop recommendations that address ways to improve coordination of the City's concurrency management methodologies and systems, and levels-of-service.

Policy 1.3.8 - The City will enter into an interlocal agreement with Volusia County for joint projects identified in the City's Stormwater Management Plan and the County's Stormwater Management Plan.

Policy 1.3.9 - The Community Development Department will coordinate concurrency reviews with the respective City Departments, Volusia Council of Governments and any other agencies as deemed appropriate and necessary.

Policy 1.3.10 - The City will continue to coordinate with Volusia County for the provision of countywide facilities, including but not limited to, solid waste disposal and the Volusia County Emergency Operations Center.

Policy 1.3.11 - The City will forward notice of proposed future land use plan policies related to hurricane shelters and evacuation routes, as well as map amendments resulting in an increase in population within coastal high hazard areas, to the East Central Florida Regional Planning Council and the Volusia County Emergency Management Department to determine hurricane shelter space availability and the effect of increased evacuating populations on evacuation clearance times and routes.

Objective 1.4 - The City shall coordinate with other public agencies in monitoring and enforcing permit conditions. The City shall identify technical and financial assistance available to the City.

Policy 1.4.1 – The City shall, in cooperation with other local governments, participate in a water quality monitoring program coordinating mechanism under the Volusia Council of Governments (VCOG), East Volusia Regional Water Authority (EVRWA) or an agency created specifically for these purposes.

Policy 1.4.2 – The City shall continually encourage the removal of septic tanks and the treatment of stormwater runoff upon the receiving waters of the Halifax River to determine if controls on individual septic systems must eventually be eliminated from all environmentally sensitive areas.

Policy 1.4.3 – The City shall maintain a water supply facilities work plan that is coordinated with St. Johns River Water Management District's District Water Supply Plan by updating the work plan within 18 months of an update to the District's District Water Supply Plan that affects the City.

Policy 1.4.4 – The City shall participate in the development of updates to St. Johns River Water Management District's water supply assessment and District Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

Policy 1.4.5 – The City will plan for municipal service areas or extend water and sewer services into unincorporated Volusia County in a manner consistent with the Volusia County Comprehensive Plan.

Policy 1.4.6 - The City will implement all water conservation practices that are conditions of the Consumptive Use Permit.

GOAL 2 - ESTABLISH AND MAINTAIN A COOPERATIVE RELATIONSHIP BETWEEN THE CITY OF HOLLY HILL AND SCHOOL DISTRICT TO PROVIDE AN EFFECTIVE JOINT PLANNING PROCESS INCLUDING PROCEDURES TO COORDINATE LAND USE PLANNING WITH THE DEVELOPMENT OF SCHOOL FACILITIES INCLUDING PUBLIC SCHOOL SITING, CALCULATE POPULATION PROJECTIONS, AND PROVIDE FOR THE DEVELOPMENT OF PUBLIC EDUCATION FACILITIES CONCURRENTLY WITH RESIDENTIAL DEVELOPMENT AND OTHER PUBLIC FACILITIES AND SERVICES.

Objective 2.1 – Intergovernmental Coordination

The City of Holly Hill shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school facilities and implement school concurrency using consistent supporting data and analysis.

Policy 2.1.1: In cooperation with the School Board, the City of Holly Hill shall adopt and implement the interlocal agreement as required by Section 1013.33 F.S., which includes procedures for:

- a. Coordinating and sharing information
- b. Educational and ancillary siting procedures
- c. Comprehensive plans and plan amendment review
- d. Site design and development plan review
- e. Joint development of schools, parks and other uses
- f. School concurrency implementation
- g. Implementation and amendments
- h. Resolution of disputes

Policy 2.1.2: In accordance with the schedule established in the interlocal agreement, the City of Holly Hill shall appoint a representative to meet with School Board and other local government representatives to review data and annually approve a projection of the amount, type, and distribution of population growth and student enrollment. Data shall include but not be limited to:

- a. Capital budgets for each jurisdiction
- b. School Board five-year facilities work program
- c. School Board educational plant survey (every fifth year)
- d. Volusia County five-year road improvement program
- e. Anticipated new development, infill development and redevelopment
- f. Student enrollment and school utilization including portable classroom assignments

Policy 2.1.3: City of Holly Hill shall provide the School Board with a copy of each planning board and Commission agenda.

Policy 2.1.4: The City of Holly Hill and the School Board shall coordinate the acquisition and development of sites for future educational and ancillary facilities in accordance with the process established in the interlocal agreement.

Policy 2.1.5: The City of Holly Hill shall adopt regulations necessary to implement school concurrency and Section 206 of the Volusia County Charter no later than February 1, 2008.

Policy 2.1.6: The City of Holly Hill shall provide notice to adjacent jurisdictions as required by the Volusia County Interlocal Agreement for School Planning when school capacity in the adjacent jurisdiction is anticipated to be applied to meet concurrency requirements for proposed residential development.

Objective 2.2 –The City of Holly Hill shall regularly monitor and evaluate the implementation of the Public School Facilities Element to assure compliance with the provisions of the comprehensive plan and the interlocal agreement, to assure the use of best practices in the joint planning of school facilities, and to provide for the continuing coordination of school planning.

Policy 2.2.1: In accordance with the interlocal agreement but no less than once per year, the City of Holly Hill shall submit a report to the Board of Planning and Appeals (LPA)

and the School Board reporting on the implementation actions and coordinated planning efforts for planning and developing school facilities including joint development opportunities. If the School Board or (local planning agency) finds that implementation of the plan or interlocal agreement is not occurring, the School Board or (LPA) shall make recommendations to the City Commission of steps necessary to achieve successful implementation.

Policy 2.2.2: For each comprehensive plan amendment reviewed by the Volusia Growth Management Commission (VGMC), the City of Holly Hill shall identify in the VGMC application support materials how anticipated impacts of the proposed amendment to school facilities are addressed.

Policy 2.2.3: The City of Holly Hill shall appoint a citizen to serve as a member of the oversight committee created by the adopted Interlocal Agreement and shall appoint a staff member to serve on the technical committee created by the adopted Interlocal Agreement.

~~Stormwater Drainage Sub-Element~~~~Capital Improvements Element~~~~Goals Objectives and Policies~~~~CHAPTER 8
CAPITAL IMPROVEMENTS ELEMENT~~~~TABLE 1
FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS~~

Project		Funding	SCHEDULE OF ESTIMATED EXPENDITURES					5 Year
Number	Project Name	Source	FY 11	FY 12	FY 13	FY 14	FY 15	Estimated Cost
<u>Technology Services</u>								
11TS01	Technology Upgrades	GF	\$95,500					\$95,500
	Technology Servies Subtotal		\$95,500					\$95,500
<u>Water Treatment</u>								
11WT01	Well Maintenance & Equipment	UT-WA	\$85,000	\$91,000	\$98,000	\$105,000	\$112,000	\$491,000
	Water Treatment Subtotal		\$85,000	\$91,000	\$98,000	\$105,000	\$112,000	\$491,000
<u>Water Distribution</u>								
11WA01	Distribution Improvements	BOND	\$120,000	\$126,000	\$130,000	\$130,000	\$135,000	\$641,000
11WA02	Water Service Replacement Program	BOND	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020	\$212,365
11WA03	Valve Replacement Program	BOND	\$160,000	\$160,000	\$155,000	\$150,000	\$145,000	\$770,000
		CRA	\$40,000					\$40,000
11WA04	Fire Hydrant Coverage Upgrade Program	BOND	\$566,250	\$520,000	\$520,000	\$626,250	\$309,375	\$2,541,875
11WA05	Fire Hydrant Replacement Program	BOND	\$130,000	\$133,900	\$137,917	\$142,055	\$146,316	\$690,188
		CRA	\$60,000					\$60,000
	Water Distribution Subtotal		\$1,116,250	\$981,100	\$985,353	\$1,092,014	\$780,711	\$4,955,428
<u>Waste Water Treatment</u>								
11WW01	Treatment Plant Equipment Improvements	UT-WW	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000
11WW02	Effluent Pump Replacement	UT-WW	\$75,000					\$75,000
	Waste Water Treatment Subtotal		\$155,000	\$80,000	\$80,000	\$80,000	\$80,000	\$475,000
<u>Water Water Collection</u>								

~~Stormwater Drainage Sub-Element~~

Capital Improvements Element				Goals Objectives and Policies				
11CO01	Lift Station Replacements -16, 12, and 13	BOND	\$450,000					\$450,000
11CO02	Lift Station Replacement - 11	CDBG	\$85,000					\$85,000
		BOND	\$65,000					\$65,000
11CO03	Sewer Lining	BOND	\$1,000,000	\$1,000,000	\$600,000	\$200,000	\$200,000	\$3,000,000
11CO04	Trailer Mounted Generator	BOND	\$50,000					\$50,000
11CO05	Replace/Repair Sewer Services CRA	CRA	\$100,000					\$100,000
12CO01	Lift Station Replacement - 10	CDBG		\$80,000				\$80,000
		BOND		\$70,000				\$70,000
12CO02	Lift Station Replacements - 17 and 9	BOND		\$300,000				\$300,000
13CO01	Lift Station Replacements - 3 and 5	BOND			\$300,000			\$300,000
14CO01	Lift Station Replacements - 19 and 20	BOND				\$300,000		\$300,000
14CO02	Lift Station Replacements - 21 and 18A	BOND					\$300,000	\$300,000
Waste Water Collection Subtotal			\$1,750,000	\$1,450,000	\$900,000	\$500,000	\$500,000	\$5,100,000
<u>Streets</u>								
11ST01	Roadway Resurfacing Program	GAS TAX	\$113,000	\$113,000	\$113,000	\$113,000	\$113,000	\$565,000
		GF	\$102,000	\$102,000	\$102,000	\$102,000	\$102,000	\$510,000
11ST02	FEC Track Crossing Upgrades	GF	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
11ST03	Sidewalks	CRA	\$25,000					\$25,000
Streets Subtotal			\$300,000	\$275,000	\$275,000	\$275,000	\$275,000	\$1,400,000
<u>Stormwater</u>								
11SW01	Carswell-State Drainage Improvements	CRA	\$3,200,000					\$3,200,000
11SW02	LPGA PD&E	CRA	\$1,000,000					\$1,000,000
	EVW Nova/LPGA Canal Study	UT-SW	\$110,000					
Stormwater Subtotal			\$4,310,000	\$0	\$0	\$0	\$0	\$4,310,000
Capital Improvement Plan Total			\$7,811,750	\$2,877,100	\$2,338,353	\$2,052,014	\$1,747,711	\$16,826,928

Stormwater Drainage Sub-Element

Public School Facilities Element

Goals, Objectives and Policies

VOLUSIA COUNTY SCHOOL DISTRICT
2010-2015 FISCAL FORECAST FOR CAPITAL OUTLAY 5 YEAR WORK PROGRAM

Capital Five -Year Fiscal Forecast

	Budget	Forecast	Forecast	Forecast	Forecast
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
REVENUES					
State sources:					
CO&DS distributed to district	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Interest on undistributed CO&DS	5,000	5,000	5,000	5,000	5,000
PECO	2,589,048	3,835,395	4,600,678	6,260,831	5,942,040
Classrooms for kids	-	-	-	-	-
Other state sources	-	-	-	-	-
Total state sources	2,894,048	4,140,395	4,905,678	6,565,831	6,247,040
Local sources:					
Ad valorem taxes	42,251,261	42,251,261	43,096,286	43,958,212	44,837,576
Sales tax	30,000,000	30,300,000	30,900,000	31,524,130	32,154,602
Interest income	-	-	-	-	-
Impact fees	1,600,000	1,600,000	1,600,000	1,800,000	2,000,000
Sale of Property & other local Revenue	-	-	-	-	-
Total local sources	73,851,261	74,151,261	75,602,286	77,282,332	78,991,978
TOTAL REVENUE	76,745,309	78,291,686	80,507,964	83,848,163	85,239,018
OTHER SOURCES OF FUNDS:					
Transfers In	-	-	-	-	-
Other Financing Sources	-	-	-	-	-
Restricted Fund Balance	133,798,594	47,345,439	39,128,694	35,231,134	28,244,737
Assigned Fund Balance	2,106,255	2,106,255	2,106,255	106,255	106,255
Total other sources	135,904,849	49,451,694	41,234,949	35,337,389	28,350,992
TOTAL REVENUE, OTHER SOURCES & FUND BALANCES	\$ 212,650,158	\$ 127,743,350	\$ 121,742,913	\$ 119,185,552	\$ 113,590,010
EXPENDITURES (by category)					
New Construction	\$ -	\$ -	\$ -	\$ -	\$ -
Projects at Existing Schools & Facilities	11,350,000	7,400,000	7,300,000	6,950,000	6,950,000
Facilities Management	1,814,781	1,000,000	1,000,000	1,000,000	1,000,000
Technology	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
System Wide Equipment and Vehicles	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Buses	-	-	-	4,777,422	4,976,466
Projects in Progress	71,923,508	-	-	-	-
TOTAL EXPENDITURES	92,388,289	15,700,000	15,600,000	20,027,422	20,226,466
TRANSFERS OUT:					
To General Fund	19,207,250	19,207,250	19,207,250	19,207,250	19,207,250
To Debt Service Funds	51,602,925	51,601,151	51,590,274	51,599,888	51,603,928
TOTAL TRANSFERS	70,810,175	70,808,401	70,805,524	70,807,138	70,811,178
Restricted Fund Balance	47,345,439	39,128,694	33,231,134	28,244,737	22,446,111
Assigned Fund Balance	2,106,255	2,106,255	2,106,255	106,255	106,255
TOTAL EXPENDITURES, TRANSFERS & FUND BALANCES	\$ 212,650,158	\$ 127,743,350	\$ 121,742,913	\$ 119,185,552	\$ 113,590,010



District School Board of Volusia County

11

Stormwater Drainage Sub-Element

Capital Improvements Element

Goals, Objectives and Policies

Capital Five-Year Work Program

	BUDGET 2010-2011	BUDGET 2011-2012	BUDGET 2012-2013	BUDGET 2013-2014	BUDGET 2014-2015
New Construction					
NON WITHOUT ADDITIONAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -
Total	-	-	-	-	-
Major Projects at Existing Schools & Facilities					
Portables - Lease	800,000	600,000	500,000	250,000	250,000
Portables - Moves & Compliance	600,000	500,000	500,000	400,000	400,000
Southwestern Mid - Additions	4,000,000	-	-	-	-
Various Schools - Minor Projects	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Various Facilities - Facilities Review Projects	4,650,000	5,000,000	5,000,000	5,000,000	5,000,000
Total	11,350,000	7,400,000	7,300,000	6,950,000	6,950,000
Facilities Management					
Facilities Management - Various Projects	1,814,781	1,000,000	1,000,000	1,000,000	1,000,000
Technology					
Network, EDP & Communications Equipment	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
System Wide Equipment & Vehicles					
Various Schools & Departments Furn. & Equip.	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Buses					
Transportation Dept - Bus Replacement	-	-	-	4,777,422	4,976,466
Transfers					
Transfers - Debt Service	51,602,925	51,601,151	51,598,274	51,599,888	51,603,928
Transfers - Equip. Leases & Property Insurance	3,407,250	3,407,250	3,407,250	3,407,250	3,407,250
Transfers - Maintenance	15,800,000	15,800,000	15,800,000	15,800,000	15,800,000
Total	70,810,175	70,808,401	70,805,524	70,807,138	70,811,178
TOTALS	\$ 91,274,956	\$ 86,508,401	\$ 86,405,524	\$ 90,834,560	\$ 91,037,644



Goals, Objective and Policies – Capital Improvements Element

GOAL 1 - CAPITAL IMPROVEMENTS NEEDED TO SUPPORT THE FUTURE LAND USE ELEMENT SHALL BE PROVIDED IN A TIMELY, ECONOMIC AND ENERGY EFFICIENT MANNER, AND IN A MANNER THAT ASSIGNS THE COSTS OF SUCH IMPROVEMENTS FAIRLY AND EQUITABLY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION AND PARKS AND RECREATION AND TO MEET THE FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT OR REDEVELOPMENT.

Objective 1.1 - The City shall use the Capital Element to correct existing deficiencies, to accommodate desired growth, and to replace worn-out and obsolete facilities, in accordance with the 5-year schedule of capital improvements included in the element.

Policy 1.1.1 - The City shall include all projects identified in the other elements of the Comprehensive Plan as capital improvements projects to be included in the schedule of improvements of this Element.

Policy 1.1.2 - As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan. First priority shall be given to those projects that are intended to correct existing deficiencies.

Policy 1.1.3 - Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines:

- 1) The extent to which the project is necessary to protect public health and safety;
- 2) Need for protection of the environment
- 3) Maintenance of adopted levels-of-service;
- 4) The impact that the project would have on the local budget
- 5) Financial feasibility and effect on the budget and Reduction of future improvements costs;
- 6) Its locational needs based on projected growth patterns in the Comprehensive Plan;
- 7) Accommodation of new development and redevelopment consistent with the Comprehensive Plan; Encouragement of infill development and/or preservation or achievement of full use of existing facilities
- 8) Plans of the Florida Department of Transportation and other State agencies as well as the St. Johns River Water Management District in Holly Hill.
- 9) Capital improvements needed to address existing deficiencies;

Policy 1.1.4 - Capital facilities shall be regularly inspected, and replacement or renewal shall be scheduled so that level of service standards are maintained.

Policy 1.1.5 - The City shall coordinate transportation improvements with Florida Department of Transportation, local and regional plans, and work with other entities to try to acquire advanced rights-of-way for transportation projects as funds are available.

Policy 1.1.6 - The City shall comply with current Florida Department of Transportation criteria for access management and rights-of-way acquisition for long range transportation projects on State roadways, including notification of the Department of Transportation when proposed development orders would interfere with future right-of-way needs of the Department.

Policy 1.1.7 - The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to dedications which are consistent with the plan; or the date of construction of any facility enumerated in the CIE may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan

Policy 1.1.8 - The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.

Policy 1.1.9 - The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.

Policy 1.1.10 - Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents.

Policy 1.1.11 - Integrate energy cost reduction measures into the budget process.

Policy 1.1.12 - Government buildings and facilities shall incorporate and recognize urban design principles. Lifecycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.

Objective 1.2 - Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain the adopted LOS standards.

Policy 1.2.1 - The City shall continue to assess new developments impact fees for potable water and sewer facilities.

Policy 1.2.2 - The City shall continue to require construction and dedication of roads, drainage structures and other necessary on-site improvements as a condition of subdivision plat approval.

Policy 1.2.3 - In order to maintain adopted level of service standards and have new developments pay a pro rata share of the costs of financing capital improvements necessitated by development impacts, the City shall adopt additional facility dedication and impact fee requirements for new developments.

Policy 1.2.4 - The City shall continue to consider alternative ways to allocate the costs of new public facilities on the basis of the benefits received by existing and future residents and establish additional needed measures.

Objective 1.3 - The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public facility needs identified within plan Elements are provided as needed but not in excess of the City's financial capacity to operate such facilities.

Policy 1.3.1 - Prior to issuing certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued. If the City is unable to provide public utilities due to exceeding the LOS standards, development approval is to be denied until it is demonstrated that the level of service is achieved or maintained for all public facilities.

Policy 1.3.2 - In providing capital improvements, the City shall limit the ratio of outstanding indebtedness to no more than 15 percent of the property tax base.

Policy 1.3.3 - The City shall consider enacting an ordinance requiring payment of water and recreation impact fees at the time of subdivision plat or final site plan approval in order to cover the costs of reserving needed capacity in water and recreation facilities.

Policy 1.3.4 - The City shall continue strong efforts to secure grants for capital improvements.

Policy 1.3.5 - Long-term borrowing will not be used to finance current operations or normal maintenance.

Policy 1.3.6 - Lease-purchase methods, bonds or other debt instruments may be used as a medium-term (4 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The City will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.

Policy 1.3.7 - General obligation bond which require referendum may not be used for any enterprise fund public facilities, except where the City Council deems such action to be in the public interest to protect the health, safety and welfare of the community.

Policy 1.3.8 - The term of any debt issue shall not exceed the expected life expectancy of the capital improvements it is financing.

Policy 1.3.9 - Sale of revenue bonds shall be limited to that amount which can be supported from fees or other revenues not required to support General Fund operations.

Policy 1.3.10 - Ad valorem tax increases shall be used by the City only as a "last resort" to cover any projected budget deficits not covered by revenues derived from new impact fees, service charges, special assessments and other funding mechanisms which assign costs to those who benefit.

Objective 1.4 - The issuance of development orders and permits and available revenues shall be coordinated with the five-year schedule of the City's capital improvements to maintain adopted level of service standards.

Policy 1.4.1 - The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

~~Stormwater Drainage Sub-Element~~

Collector Roads	LOS D at peak hour
Minor Arterial Roads	LOS E at peak hour
Principal Arterial Roads	LOS D at peak hour
Backlogged Facilities	Maintain and improve with 45% degradation threshold
Sanitary Sewer Service	144 gallons per capita per day
Potable Water Service	100 gallons per capita per day
Solid Waste Collection Service	6.0 pounds per capita per day
Landfill Disposal Capacity	8.6 pounds per capita per day
Stormwater Management	New development or redevelopment, first inch of rainfall shall be retained; Discharge hydrograph for post development conditions shall be maintained within 10 percent, in terms of peak flow and total volume, of the predevelopment conditions; peak discharge from post development conditions shall not exceed peak discharge from pre-developed conditions for 100-year frequency storm of 24-hour duration. Existing development, treatment of the first inch of runoff shall be required on sites of less than 100 acres, and
Neighborhood Parks	1 acre per 1000 residents
Community Parks	2 acres per 1000 residents

Policy 1.4.2 -The City shall continue to enforce the concurrency management system in the development regulations which insures that adequate public facilities and services are available to accommodate the new development and redevelopment and that the adopted LOS standards are maintained. The concurrency management system shall include the following provisions:

- 1) All applications for development orders shall demonstrate that the proposed development does not degrade adopted levels of service in the City.
- 2) The latest point at which compliance is determined is the final development order. If no development order is required, the latest point to determine concurrency is the first development permit on a site. In no event shall the determination of concurrency be made later than the point when a specific plan for development, including densities and intensities of development, is approved or when construction or physical activity on the land is authorized if a specific plan is not involved.
 - (a) If a development order or permit is approved prior to authorization of construction or physical activity on the land, the approval must be conditioned upon the availability of adequate public facilities and services to serve the development prior to final approval to proceed with construction or physical activity.
- 3) For purposes of concurrency management, the available capacity of a facility shall be determined by:
 - (a) Adding Together the Following:
 - (1) The total capacity of existing facilities;

- (2) The total capacity of proposed facilities, if any, that will become available to serve the development. The capacity of a proposed facility shall be determined as available for potable water, sanitary sewer, solid waste and drainage if it meets any of conditions (a) and (b) below. Park and recreation capacity shall be determined as available if any of conditions (a) through (c) are met. Road capacity shall be determined as available if any of conditions (a) through (d) are met.
 - (a) The facility will be in place to serve a proposed project at the time that a development order is approved;
 - (b) The facility is under construction at the time that a development order is approved;
 - (c) The facility is the subject of a binding executed construction contract that provides for the commencement of the actual construction of the required facilities within one year of the issuance of the development order;
 - (d) In the case of road facilities, construction of such road facilities is scheduled to commence within the first three years of the five-year schedule of capital improvements in the adopted Capital Improvement Element or within the first three years of the approved five-year plan of the Florida Department of Transportation.
- b) Subtracting From That Number The Sum Of:
 - (1) The demand for the service or facility created by existing development as documented in the City's Comprehensive Plan; and
 - (2) The demand for the service or facility created by the anticipated completion of other approved developments, redevelopment, or other development activity.
- 4) Where available capacity cannot be shown, the following methods may be used to maintain adopted level of service:
 - a) The project owner or developer may provide the necessary improvements to maintain level of service.
 - b) The proposed project may be altered such that projected level of service is no less than the adopted level of service.
 - c) The City may approve the development order with conditions agreeable to both the City and the developer. Such conditions shall be sufficient to ensure that the impact of the development will not degrade the level of service of any facility to a point below the adopted level of service standard for such facility.
- 5) A determination of compliance with the provisions of this section shall be valid for as long as the development order on which the determination was based shall remain valid.
 - 6) If it is determined that adequate capacity is available for a proposed development, a Certificate of Capacity shall be issued for such development.
 - 7) The City Planning Board, with assistance from the City staff, shall prepare an annual report on the status of public facilities. The report shall include an evaluation of each facility and service indicating:

Stormwater Drainage Sub-Element

- a) The capacity available for each at the beginning of the reporting period and the end of the reporting period;
 - b) A comparison of actual capacity and levels of service to adopted levels of service from the City's Comprehensive Plan, based on annual monitoring of facility and service usage.
 - c) A forecast of the capacity for each based upon the most recently updated schedule of capital improvements in the City's Capital Improvements Element and the 5-year Work Program of the Florida Department of Transportation.
 - d) A determination whether the City is adhering to the adopted capital improvement program.
 - e) Once approved by the City Council, the annual report shall constitute prima facie evidence of the capacity and levels of service of public facilities for the purpose of issuing development orders during the twelve (12) months following approval of the annual report.
- 8) The following types of facilities and services shall be reviewed for adequacy before issuing a certificate of capacity: roads, sanitary sewer, solid waste, drainage, potable water, and recreation.
 - 9) For those projects listed in the five year capital improvement program which are needed to maintain adopted level of service standards, a comprehensive plan amendment shall be required to eliminate, defer or delay the construction or provision of the facility or service involved.

Policy 1.4.3 - Before new development or redevelopment is authorized to proceed; the City shall require that public facilities and services needed to support the impacts of development or redevelopment are adequate. Public facilities and services needed to accommodate a development or redevelopment may be phased, or the development or redevelopment may be phased, so that the public facilities and services are adequate concurrent with the impacts of development or redevelopment.

Policy 1.4.4 – The City shall maintain a water supply facilities work plan that is coordinated with St. Johns River Water Management District's District Central Springs / East Coast Regional Water Supply Plan by updating the work plan within 18 months of an update to the District's District Regional Water Supply Plan that affects the City. The City's Water Supply Facilities Work Plan is adopted by reference.

Policy 1.4.4 ~~5~~– Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital improvements schedule.

Policy 1.4.5 ~~6~~– The Capital Improvements Element will be financially feasible in accordance with state law.

Policy 1.4.6 ~~7~~– If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.

Policy 1.4.7 ~~8~~– Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.

GOAL 2 PROVIDE FOR A FINANCIALLY FEASIBLE PUBLIC SCHOOL FACILITIES PROGRAM.**Objective 2.1 Level of Service Standards**

The City of Holly Hill shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard. This level of service standard shall be consistent with the level of service standard adopted in the interlocal agreement entered into by the School Board and the local governments within Volusia County.

Policy 2.1.1: The level of service standard adopted by City of Holly Hill shall be applied consistently by all local governments within Volusia County and by the School Board district wide to all schools of the same type.

Policy 2.1.2: : Consistent with the interlocal agreement, the uniform, district wide level of service standards are set as follows using FISH capacity based on the traditional school calendar:

- Elementary Schools: 115% of permanent FISH capacity for the concurrency service area
- K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
- Middle Schools: 115% of permanent FISH capacity for the concurrency service area
- High Schools: 120% of permanent FISH capacity for the concurrency service area
- Special Purpose Schools: 100% of permanent FISH capacity

Policy 2.1.3: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the dated noted in the table.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This designates a tiered LOS for those schools that exceed the desired levels at the end of the five-year capital improvements program.)

Objective 2.2 School Capital Facilities Planning

The City of Holly Hill shall cooperate with the School Board to ensure existing deficiencies and future needs are addressed consistent with adopted level of service standards for public schools.

Policy 2.2.1: By December 1 of each year, the City of Holly Hill shall adopt as part of its Capital Improvements Element the Volusia County School District five-year work

program approved in September of each year as part of the School District budget, including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five year period.

Policy 2.2.2: The City of Holly Hill shall coordinate with the School Board and adopt development conditions to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

PROJECTED CAPITAL FACILITY NEEDS

2012-2025

The projection of needed capital improvements begins with the School District's proposed capital program for the period 2007-08 through 2011-12. This program is financially feasible as revenues are balanced to expenditures and the program achieves the designated level of service at the end of the five year period except for those schools designated as constrained and those schools for which a tiered level of service has been identified. The tiered level of service extends until 2014 to allow for construction projects that will be initiated within the proposed five year program but will not be completed in all cases until the 2014-15 school year. The proposed program also includes needed ancillary facilities including warehouse, maintenance, transportation and administrative facilities that have been determined to be necessary by the School District. Table 15-2 summarizes the initial five-year program for added student capacity and ancillary facilities which will be adopted by reference by the local government and annually updated by the adoption of future five year programs.

In order to identify the timing and location of needed schools for the period between 2012 and 2025, student growth was projected by year for each geographic area based on the growth projections from the data and analysis report. The eight school planning areas were used for the elementary level and the concurrency service areas for high schools were used to evaluate high school and middle school need. The Halifax Area was then examined at the school planning area level to determine if there were any smaller area impacts on middle schools that needed to be considered.

Schools were assumed to be needed when there were sufficient students available within the service area to comprise 80% of the standard size for the school level. The analysis area was also tested for compliance with the designated level of service standard to identify any LOS violations that might occur prior to the general need for a new school. A school was assumed to be needed when either demand reached 80% of standard school size or the analysis area exceeded the LOS for that area. This approach provides an indication of when and where LOS issues may be expected, but it does not get down to the individual school level since the error level over the term of the study is too great to make projections reasonable. At the individual school level, LOS issues may be encountered sooner than anticipated by this analysis. Close monitoring is going to be necessary as part of the annual system review and budget development to identify and respond to LOS considerations. Table 3 provides a listing of anticipated schools needs by location, type and year. This table lists only capacity, ancillary or replacement projects. Other capital maintenance projects are not reflected nor are needed for school replacement.

5-YEAR CAPITAL IMPROVEMENTS PROGRAM 2009-10 TO 2013-14

Stormwater Drainage Sub-Element

Facility	2009-10	20010-11	2011-12	2012-13	2013-14
New Construction					
Marks, George Elm – Replacement School				971,290	17,682,000
New Elm "A" Relieve Cypress Creek, Spruce Creek, Chisholm					988,000
New Elm "C" Relieve Pathways, Pine Trail					988,000
New K-8 "FF" Relieve New Smyrna Mid, Indian River, Edgewater			1,120,000		38,750,000
Pierson/Seville Elm Replacement					18,600,000
Total New Construction			1,120,000	971,290	77,008,000
Major Projects at Existing Schools & Facilities					
Deltona HS – Reroof Campus	2,880,000				
Enterprise Elm – Addition			4,500,000	500,000	
Enterprise Elm – 9 Classroom Addition	2,800,000				
Friendship Elm – 9 Classroom Addition	2,800,000				
Holly Hill Mid – Demo Buildings		410,000			
Horizon Elm – 9 Classroom Addition	2,800,000				
Pine Ridge HS – HVAC Bldg 5	1,516,00				
Portables – Lease	1,200,000	1,000,000	250,000	250,000	250,000
Portables – Moves & Compliance	690,000	640,000	590,000	540,000	490,000
Seabreeze HS – 10 Year Sports Complex Lease	600,000				
Southwestern Mid – Additions	500,000	5,000,000	500,000		
Sunrise Elm – 9 Classroom Addition	2,650,000				
Various Schools – Minor Projects	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Various Facilities – Facilities Review Project	3,872,422	8,000,000	8,000,000	8,000,000	8,000,000
Total Major Prjs at Existing Schools & Facilities	23,608,422	16,350,000	15,140,000	10,590,000	10,040,000
Facilities Management					
Facilities Management – Various Projects	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Technology					
Network, EDP & Communications Equipment	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
System Wide Equipment & Vehicles					
Various Schools & Departments Furn. & Equip	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Buses					
Transportation Dept – Bus Replacement					7,239,765
Transfers					
Transfers – Debt Service	51,599,11	51,602,925	51,601,151	51,598,274	57,057,765
Transfers – Equipment Leases & Property Insurance	3,411,250	51,602,925	51,602,925	51,602,925	51,602,925
Transfers – Maintenance	15,800,000	15,800,000	15,800,000	15,800,000	15,800,000
Total Transfers	70,810,360	70,814,175	70,812,401	70,809,524	76,269,015
TOTAL	108,218,782	100,964,175	100,872,401	96,170,814	184,356,780

TABLE 3

Stormwater Drainage Sub-Element

VOLUSIA COUNTY
PUBLIC SCHOOL FACILITY ELEMENT
PROJECTED SCHOOL NEEDS 2011-12 TO 2025-26

SCHOOL	LOCATION	START	OPEN	NOTES
Elementary F	West	10-11	12-13	
Elementary B	Southeast	11-12	13-14	
Elementary C	N. Halifax	11-12	13-14	
Southwestern Middle	West	11-12	13-14	Addition. Capacity TBD
Elementary	S. Halifax	18-19	20-21	
Middle	Southeast		20-21	LOS Need Phased FF conversion
High	Halifax/SE	17-18	20-21	LOS need
Elementary	Southwest	19-20	21-22	
Elementary	C. Halifax	21-22	23-24	
Elementary	West	21-22	23-24	
Middle	S. Halifax	22-23	24-25	
Elementary	N. Halifax	23-24	25-26	
Elementary	S. Halifax	23-24	25-26	
Elementary	Southeast	23-24	25-26	Required sooner if FF is phased to middle
Elementary	NW	24-25	25-26	LOS need 9-class addition
High	West/SW	22-23	25-26	LOS need

Land Banked School Sites

The Volusia County School District has routinely purchased sites for schools in anticipation of future need. Table 3 provides a projection of anticipated school site needs by location and the data and analysis report contains a listing of available sites. In addition to the known need generated by projected schools the plan recommends maintaining an inventory of additional sites to give the School District and local governments flexibility to address short term shifts in population and/or student growth and to provide additional options to respond to level of service issues that will arise at the elementary and middle school level that are extremely difficult to predict at the school attendance zone level. Even relatively small shifts in population or student generation could shift the timing of demand appearing in the school planning areas. If construction funding is anticipated, the additional land-banked school sites will allow the School district to shift projects in a relatively short period of time to respond to the short term shift in student demand. The School District should maintain or reserve sites in the following areas:

Elementary School Sites: — North Halifax
 — South Halifax
 — Southeast
 — Southwest
 — West

Middle School Sites: — Halifax/Southeast
 — Southwest/West
 — Northwest (flex site for elementary or middle school)

High School Sites — Halifax/Southeast
 — Southwest/West

CHAPTER 9

PUBLIC SCHOOL FACILITIES ELEMENT

Goals, Objectives and Policies - Public School Facilities Element

Goal 1 - Collaborate and coordinate with the School Board of Volusia County to provide and maintain a public education system which meets the needs of Volusia County's current and future population.

Objective 1.1 – Coordination and Consistency

The City of Holly Hill shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.

Policy 1.1.1: Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Holly Hill shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and City of Holly Hill are based on consistent data.

Policy 1.1.2: The City of Holly Hill shall provide the representative with copies of all meeting agendas and staff reports.

Objective 1.2 – School Facility Siting and Availability

The City of Holly Hill shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the comprehensive plan.

Policy 1.2.1: The City of Holly Hill shall coordinate with the School Board to ensure that proposed public school facility sites are consistent with the applicable land use categories and policies of the comprehensive plan. Schools shall be permitted in all future land use classifications except for industrial land use classifications and environmentally restricted land use classifications.

Future Land Use Categories	
Low Density Residential	Schools Permitted
Low-Medium Density Residential	Schools Permitted
Medium Density Residential	Schools Permitted
High Density Residential	Schools Permitted
Mobile Home Residential	Schools Permitted
General Commercial	Schools Permitted
Wholesale Commercial & Industrial	Schools Not Permitted
Churches, Schools & Institutions	Schools Permitted
Recreation and Open Space	Schools Not Permitted
Conservation	Schools Not Permitted
Residential-Based Mixed Use	Schools Permitted
Mixed Use II	Schools Permitted
Mixed Use III	Schools Permitted

Policy 1.2.2: Coordination of the location, acquisition, phasing and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the interlocal agreement.

Policy 1.2.3: The City of Holly Hill and School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing, operating and maintaining the required improvements.

Policy 1.2.4: The City of Holly Hill shall encourage the School Board to land bank sites for future use as school facilities. The City of Holly Hill shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.

Policy 1.2.5: The City of Holly Hill shall protect schools and land banked school sites from the adverse impact of incompatible land uses by providing the School District with the opportunity to participate in the review process for all proposed development adjacent to schools.

Policy 1.2.6: In developing capital improvements plans and programs for public services, the City of Holly Hill shall consider required infrastructure to service existing and proposed schools and any land banked school sites.

Objective 1.3 – Enhance Community Design

The City of Holly Hill shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities in order to serve as community focal points and are compatible with surrounding land uses.

Policy 1.3.1: The City of Holly Hill shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.

Policy 1.3.2: The City of Holly Hill shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.

Policy 1.3.3: The City of Holly Hill shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the comprehensive plan's schedule of capital improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City of Holly Hill specifying operating procedures and maintenance and operating responsibilities.

Policy 1.3.4: The City of Holly Hill shall reduce hazardous walking conditions consistent with Florida's safe ways routes to school program. In conjunction with the School Board, the City of Holly Hill shall implement the following strategies:

1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools and shall connect to the neighborhood's pedestrian network.
2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school.

3. ~~In order~~ To ensure continuous pedestrian access to public schools, the City of Holly Hill shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes.
4. The City of Holly Hill shall coordinate with the ~~Metropolitan Planning Organization~~ Volusia Flagler Transportation Planning Organization (TPO) to maximize ~~the~~ funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.

Policy 1.3.5: The City of Holly Hill and School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

Objective 1.4 – Coordinate Comprehensive Plan Amendment and Development Orders with School Capacity

Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School District.

Policy 1.4.1: The City of Holly Hill shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments and other land use decisions including but not limited to developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.

Policy 1.4.2: Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.

Policy 1.4.3: Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Holly Hill shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided adequate mitigation to offset the inadequacies in anticipated school capacity.

Policy 1.4.4: The City of Holly Hill shall meet at least annually with representatives from the School District and the other local governments in Volusia County to review the Public-School Facilities Element including enrollment projects. The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.

Goal 2 – Implement Public School Concurrency

The City of Holly Hill shall ensure the future availability of public school facilities to serve new development consistent with the adopted level of service standards. This goal will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools and the City of Holly Hill's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the public school system. The City of Holly Hill shall operate and maintain in a timely and efficient manner adequate public facilities for both existing and future populations consistent with the available financial resources.

Objective 2.1 – Level of Service Standards

The City of Holly Hill through coordinated planning with the School District and implementation of its concurrency management system shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard within the period covered by the five-year schedule of capital improvements and the long-range planning period. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 2.1.1: The level of service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows:

1. Elementary Schools: 115% of permanent Florida Inventory of School Houses (FISH) FISH capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

Policy 2.1.3: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the dated noted in the table..

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the five-year capital improvements program.)

Policy 2.1.4: The following schools shall be considered constrained schools at the designated LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	LOS
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Stormwater Drainage Sub-Element

Burns Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Policy 2.1.5: The City of Holly Hill and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 2.1.6: If there is a consensus to amend any level of service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service standard shall be amended without ~~a~~ showing that the amended level of service standard is financially feasible and can be achieved and maintained within the facilities five-year work plan.
the five years of the capital facilities plan.

Objective 2.2 – School Concurrency Service Areas

The City of Holly Hill shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.

Policy 2.2.1: The concurrency service area for elementary schools shall be the elementary school attendance boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.2: The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series "Public School Facilities Element Middle School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.3: The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series "Public School Facilities Element K-8 Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference. (Note: no K-8 schools have been established at this time.)

Policy 2.2.4: The concurrency service area for high schools shall be as represented on the map series "Public School Facilities Element High School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.5: The concurrency service area for special use schools shall be district wide.

Policy 2.2.6: The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.

Policy 2.2.7: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for

School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level of service standards shall not exceed the level of service standard within the initial five-year planning period.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

Policy 2.2.8 Within the central concurrency service areas all current and future students shall be assigned to schools designated for them as part of the School District's Board's normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school's concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. of this Element. The school district board shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.

Policy 2.2.9: Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a comprehensive plan amendment consistent with the Volusia County Charter provision 206 regarding school planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter. If the project area is to be annexed by a municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Objective 2.3 – Proceed Process for School Concurrency Implementation

In coordination with the School Board the City of Holly Hill will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Holly Hill shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

Policy 2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3. of this Element.

Policy 2.3.2: Development approval shall be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.

2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. of this Element. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.
3. The developer executes a legally binding commitment with the School Board and City of Holly Hill to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property as provided by Objective 2.4 of this Element and its supporting policies.

Policy 2.3.3: The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record on a recorded plat, existing as such at the time School Concurrency implementing ordinance is adopted for which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency;
3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School District Board.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years.
5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy 2.3.4: The creation of subdivisions and/or single family lots equal to or less than ten units shall be subject to school concurrency review on a grouped basis unless a letter of exemption from the School Board has been provided. The City of Holly Hill shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.

Policy 2.3.5: The City of Holly Hill shall continue to implement the school concurrency ordinance which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.

Policy 2.3.6: The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school within the affected concurrency service area consistent with the adopted level of service. The School Board may issue a certificate of school concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.

Policy 2.3.7: If the adopted level of service standard cannot be met within a particular concurrency service area as applied to an application for development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations:

1. Areas established for diversity at schools shall not be considered contiguous.
2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students requiring a transport time of fifty minutes one way as determined by School District Board transportation routing staff.
3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, water body, or interstate highway that requires indirect transport of students through a third concurrency service area. (Refer to graphic examples.)
4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones including modification of existing attendance zone boundaries or creation of island zones.
5. Student transportation not in conformance with the conditions established in items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that School Board shall deem appropriate for the specific circumstances of an individual student

Policy 2.3.8: If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand:

1. Construct new school facilities
2. Construct additions to current facilities
3. Adjust program assignments to schools with available capacity
4. Modify attendance boundaries to assign students to schools with available capacity
5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.

Objective 2.4 – Proportionate Share Mitigation

The City of Holly Hill shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible work program.

Policy 2.4.1: In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.

Policy 2.4.2: Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level of service standards.

Policy 2.4.3: Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Holly Hill, and the applicant which shall be executed prior to the City of Holly Hill issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.

Policy 2.4.4: The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar for dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs.)

Policy 2.4.5: The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.

Policy 2.4.6: The cost per student station shall be the most recent actual costs per student station paid by the School Board for the equivalent school facility.

Policy 2.4.7: Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following:

1. Donation of buildings for use as a primary or alternative learning facility
2. Renovation of existing buildings for use as learning facilities
3. Funding dedicated to, or construction of permanent student stations or core capacity
4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program
5. Dedication of a school site as approved by the School Board
6. Up front lump sum payment of school impact fees
7. Up front payment of interest and other costs of borrowing

8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements
9. Payment of transportation costs associated with the movement of students as a result of overcapacity school
10. Funding assistance with acquisition of school site
11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity,
12. Establishment of an educational facilities benefit district
13. Establishment of educational facilities mitigation banks

Objective 2.5: - Capital Facilities Planning

The City of Holly Hill shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for schools.

Policy 2.5.1: In accordance with the adopted interlocal agreement the City of Holly Hill shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty year capital facilities plan.

Policy 2.5.2: The City of Holly Hill shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

Policy 2.5.3: The City of Holly Hill adopts by reference the School Board's five-year work program approved annually each September as part of the overall School **District Board's** budget. The City of Holly Hill shall review the annual work program to verify that it is financially feasible and will maintain the level of service standards by the end of the five-year period.

CHAPTER 10

PROPERTY RIGHTS ELEMENT

GOALS, OBJECTIVES AND POLICIES – PROPERTY RIGHTS ELEMENT

GOAL 1: - To respect judicially acknowledged and constitutionally protected private property rights.

Objective 1.1 - The City shall consider in its local decision-making a property owner's protected private property rights.

Policy 1.1.1 - The City shall consider in its local decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2 - The City shall consider in its local decision-making, the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3 - The City shall consider in its local decision-making, the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4 - The City shall consider in its local decision-making, the right of a property owner to dispose of his or her property through sale or gift.

AFFIDAVIT OF PUBLICATION

Valerie Manning
City of Holly Hill
1065 Ridgewood AVE
Holly Hill FL 32117-2807

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

DTB Daytona Beach News-Journal 09/23/2025
DTB news-journalonline.com 09/23/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/23/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$499.20

Tax Amount: \$0.00

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State of Wisconsin

CITY OF HOLLY HILL

PUBLIC NOTICE

**PUBLIC HEARING ON PROPOSED COMPREHENSIVE PLAN
EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS**

The City of Holly Hill will hold public hearings to consider accepting and transmitting the following Ordinance pursuant to the requirements of Chapter 163.3191, Florida Statutes:

ORDINANCE NO. 3092

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, UTILITIES ELEMENT, COASTAL MANAGEMENT AND CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

MEETING # 1

A public hearing will be held by the Board of Planning and Appeals, on Monday, October 6, 2025, at 6:00 PM at City Hall, located at 1065 Ridgewood Avenue, Holly Hill, Florida.

MEETING # 2

A second meeting will be held by the City Commission, on Tuesday, October 14, 2025, at 6:00 PM by the City Commission at City Hall, located at 1065 Ridgewood Avenue, Holly Hill, Florida.

ALL PARTIES OF INTEREST and persons shall have an opportunity to be heard at said Public Hearing. Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Persons with a disability, such as vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board meeting may contact the City Clerk in writing, or may call (386)248-9441 for information regarding available aids and services.

Valerie Manning, City Clerk, CMC City of Holly Hill
Volusia County, Florida

L#11681112 9/23/2025 1T

HOLLY HILL RECEIVED

OCT 01 2025

CITY CLERK DEPT.

Valerie Manning



Comprehensive Plan Update 2045

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CHAPTER 1

FUTURE LAND USE ELEMENT

INTRODUCTION

The Future Land Use Element is considered the key element of a comprehensive plan. It expresses the City's goals, objectives and policies regarding the development and redevelopment of land. Such factors as location, density or intensity and timing of the various types of land use are addressed in these goals, objectives and policies.

The Future Land Use Element establishes the pattern of land uses and location of urban growth for the City of Holly Hill through 2045. It identifies locations in the City of Holly Hill where various land uses and intensities of use will be permitted to occur in the future. It establishes and articulates broad policy in keeping with the traditional role of the comprehensive plan as a framework for future development.

The Future Land Use Element reflects previously adopted plans, current development trends, established land uses, and zoning patterns. Upon adoption, the Future Land Use Element sets forth the City's policy regarding future zoning and land use patterns. The major goal of the Future land Use Element is to achieve the highest quality of life for all the residents of the city, its visitors and businesses by managing growth in a manner that is consistent with sound social, economic, fiscal, and environmental principles. This element reflects existing urban service capacities and constraints, and it also establishes locations where future service improvements will follow.

Coordination of the Future Land Use Element with other elements of the Plan is essential to ensure that sewer and water facilities, roads and other services and facilities necessary to support new developments are in place concurrent with the impacts created by those new developments.

Regarding public infrastructure, the areas adjacent to existing public infrastructure will be the primary areas for future infrastructure development. Expansion of existing facilities in a fiscally and environmentally appropriate manner will be the primary objective. The intent is to maximize efficiency of urban services through compact development and utilization of existing development and facilities for planned developments otherwise consistent with the City of Holly Hill Comprehensive Plan.

In addition to encouraging development near existing or planned public facilities, areas that are outside the proposed development areas or contain environmentally sensitive or historical attributes will receive special attention to ensure proper management of the City's natural and historic resources.

The Future Land Use Element contains all the material required by Section 163.3177(6)(a), (F.S.) which establish the minimum requirements for the content of the Future Land Use Element. The adopted components of the Future Land Use Element include the Goals, Objectives and Policies and the Future Land Use Map.

PLANNING GUIDELINES

The preparation of this Future Land Use Element was directed by the following planning guidelines:

- A. Develop and maintain an urban form that gives the community a sense of identity and uniqueness;
- B. Develop and maintain the city as an attractive, comfortable and safe place to live;
- C. Ensure that residents of the city will have an opportunity to earn a reasonable income;
- D. Protect, enhance and conserve the area's natural resources for the beneficial use by present and future residents;
- E. Promote a broad range of recreational, employment and social activity choices for all residents;
- F. Provide a high-quality level of public services for all residents at a minimum cost;
- G. Promote opportunities for communication and interaction among residents of the community; and
- H. Promote the development of the city as a vital and integral element of the region.

THE FUTURE LAND USE PLAN

This section of the Future Land Use Element presents the specific objectives and policies of the city relative to the type, intensity, pattern and timing of future land use and development. A key component of this Future Land Use Plan is the Future Land Use Map, which graphically depicts the objectives and policies that cannot be clearly stated in the text. The text and the map should be taken together as a whole when evaluating the appropriateness of any land use proposal or regulation.

General Guidelines and Principles - The following guidelines and principles should not be enforced as objectives and policies of the city, but should be reviewed as necessary to evaluate the reasonableness or appropriateness of the city's adopted objectives and policies.

1. Concentration of Industrial and Commercial Development along a North-South Corridor formed by the Florida East Coast Railway and U.S. Highway 1.

Industrial and commercial uses have been concentrated along the FEC Railway and U.S. 1. The industrial concentrations have been located along the railroad using existing industrial development as a base. An attempt has been made, whenever possible, to buffer the industrial area from existing and proposed residential areas. A canal running from 11th Street to the south City limits has been used as a major buffer. Elsewhere, a graduation of heavy to light industrial use has been indicated to reduce the conflict between industrial and other land uses.

Along U.S. 1 commercial uses reflecting existing development dominate the land use pattern. Some residential uses in the form of mobile homes and apartments do interrupt this pattern. Some recreational and civic uses are also found here. Though much of the commercial development is retail or auto related, the commercial area along U.S. 1 from Flomich Street to the north City limit is generally retail and professional offices.

2. The Encouragement and Retention of the Residential Character Along the West Side of Riverside Drive from Third Street North to the City Limits.

Riverside Drive from 3rd Street to the north City limit line is a narrow, two-lane roadway with limited traffic carrying capacity. The adjoining area is, with one minor exception, residential in

character. Homes along this drive occupy some of the largest "estate type" lots in the city; and several of the houses date from the turn of the century. The exception to this low-density residential character is the city's "first shopping center" built in the mid 1930's across from what is now Sunrise Park. While the existing shopping center should be allowed to remain and prosper, no expansion of that area and no new commercial areas should be allowed in this segment of Riverside Drive.

3. *Redevelopment is crucial to arresting further deterioration and allowing the city to achieve its potential.*

The City Commission recognizes the importance of redevelopment and has adopted a long-term redevelopment strategy to accomplish this purpose. A key component of this strategy is the creation of a community redevelopment area to direct and coordinate the expenditure of public and private investment.

Redevelopment efforts will be focused in a defined geographic area – the designated community redevelopment area – and will address problems of obsolete and dysfunctional lot layouts, vacant and underutilized properties, inadequate sidewalks and other public infrastructure, drainage, aesthetics, and market position.

GOALS, OBJECTIVES AND POLICIES - FUTURE LAND USE ELEMENT

GOAL 1 - THE GROWTH AND DEVELOPMENT OF HOLLY HILL SHALL BE MANAGED CONSISTENT WITH THE NEED TO PROMOTE ECONOMIC BENEFIT AND THE ENJOYMENT OF NATURAL AND MAN-MADE RESOURCES BY THE CITIZENRY, WHILE MINIMIZING THE HAZARDS AND NUISANCES OF INCOMPATIBLE LAND USES, OVERCROWDING, AND DEGRADATION OF THE ENVIRONMENT.

Objective 1.1 - No use or development of land shall occur in Holly Hill except in conformance with the adopted Future Land Use Plan.

Policy 1.1.1 - The City's zoning and subdivision regulations and other land use and development regulations shall be utilized as a means of ensuring conformance with the Future Land Use Plan.

Policy 1.1.2 - The density or intensity of development permitted in each of the land use categories indicated on the city's Future Land Use Map shall be consistent with the following standards:

LOW-DENSITY RESIDENTIAL (LDR) - This designation is characterized by detached single-family dwelling units (site built or modular) and both agricultural and conservation land uses. A maximum density of 6 dwelling units per net acre shall be permitted. Net acreage is gross acreage exclusive of streets, utility and drainage easements or rights-of-way, and stormwater management systems such as retention ponds, and existing bodies of water.)

Recreational vehicle parks may be located on such lands at 6 units per gross acre, and be clustered so as to preserve open space, such that overall density is not increased. Recreational vehicle parks shall be permitted only on the following parcels having the low density residential future land use and identified by the Volusia County Property Appraiser as parcel identification numbers: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development shall also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only through the Planned Development rezone process.

Maximum Floor Area Ratio for permitted institutional uses: 0.25

LOW-MEDIUM DENSITY RESIDENTIAL (LMDR) – This designation allows detached and attached moderate density housing types. The maximum density for this land use category shall be 10 dwelling units per net acre.

Maximum Floor Area Ratio for permitted institutional uses: 0.35

MEDIUM-DENSITY RESIDENTIAL (MDR) – This designation allows detached and attached moderate density housing types. The maximum density for this land use category shall be 20 dwelling units per net acre.

Maximum Floor Area Ratio for permitted institutional uses: 0.35

HIGH-DENSITY RESIDENTIAL (HDR) – The HDR designation allows a maximum of (40) units per units/acre - to be applied to existing areas developed in this density range and to properties with direct access to an arterial or collector roadway. The maximum density may be increased by a factor of fifty (50) percent through Planned Unit Development approval employing a density bonus concept. Minimum parcel size is two (2) acres or a minimum of three (3) acres if developed as a Planned Unit Development (PUD). The density bonus of up to 50% per acre may be allowed for innovative and high-quality design. Density bonuses may be considered for proposals containing the following types of features: parcel aggregation, enhanced landscaping along public right-of-way, reduced impervious surface, on-site recreational amenities/open space, and use of innovative imagery and architectural guidelines.

- Mobile Home Park (MHP) - the number of dwelling units shall not be more than 6 per gross acre.

GENERAL COMMERCIAL – This designation allows for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, offices, restaurants, and other commercial services. This land use should be located at the intersections of major roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is a floor area ratio of 1.95 except for properties fronting Ridgewood Avenue where a ratio of 4.55 may be permitted. To encourage mixed-use development, commercial and office development within the General Commercial land use category, this designation may also include a multi-family styled residential component on parcels of land 2 acres or more. The residential portion of the development shall not be the primary use. The following incentives may be allowed in negotiating the development agreement for any mixed office/residential project: reduction in parking spaces; reduction in road impact fees; and increased building heights. The residential density shall not be less than 20 du/acre or exceed 35 units/acre as part of mixed-use land development. Maximum intensity of commercial and/or office shall not exceed F.A.R. 0.5. Residential uses shall not exceed 50% of the site area. Execution of a Development Agreement will be required for mixed use projects within the General Commercial land use.

Certain parcels with the General Commercial Development land use shall be restricted to development (commercial use limitation) consisting of mini-warehouse, vehicle/trailer, and outdoor covered storage uses, limited to the traffic generating equivalent of 700 personal storage units and shall only be developed as part of a planned development for a storage unit project encompassing said parcels along with the adjacent parcel on Nova Road currently identified as parcel 42420M000020.

Parcels subject to the commercial use limitation are identified as 424204340220, 424286030260, 424286030250, 424286030240, 424286020060, 424286020070, 424286020050, 424286020040, 424286020030, 424286020011, with the subject parcels and area further legally described and shown in the attachment named “Legal Description of Parcels with Commercial Use Limitation.”

Unless said parcels having the commercial use limitation are developed as part of a planned development storage unit project on the Nova Road parcel currently known as

42420M000020, then such parcels shall not be developable until a future land use amendment to the Comprehensive Plan for such parcels is adopted by the City.

INDUSTRIAL – This designation allows for a variety of heavy commercial and industrial land uses oriented toward manufacturing, vehicle towing and contractor storage yards, and other industrial uses. This land use should be located with direct access to rail systems, collectors, and arterial roadways, and as infill development where this use is established. The maximum intensity permitted in this designation is a floor area ratio of 1.95, except that recreational vehicle parks may be located on such lands at a total floor area ratio not to exceed .35 (point thirty-five.). Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use and identified by the Volusia County Property Appraiser as parcel identification number: 4242-04-28-017. The development of a recreational vehicle park shall be reviewed and approved only through the Planned Development rezone process.

INSTITUTIONAL – This designation allows for schools, public uses, churches, government facilities, hospitals. The floor area ratio shall not exceed 1.95. This land use category can also include areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.

RESIDENTIAL BASED MIXED USE – this category is established to encourage better integration of residential use and complementary commercial and other non-residential land uses, and to provide property owners with expanded opportunities for redevelopment of blighted and/or underutilized parcels. It provides for the integration of residential, commercial, office, and recreational, uses within a project area. Uses may be mixed vertically in a single building, or horizontally, with uses mixed at ground level throughout the project area on separate legal parcels. Residential densities from 20 dwelling units per acre to 35 dwelling units per acre may be permitted. The City Commission may award residential density bonuses for projects that:

- 1) Exhibit superior design that encourages pedestrian activity and utilization of on-site commercial uses and amenities; and
- 2) Are served by transit, and incorporate transit-friendly design features to promote and facilitate transit use; and
- 3) Consolidate multiple, separately owned parcels under a unified plan of development; and
- 4) Rehabilitate or replace functionally antiquated or dilapidated structures or incompatible uses; and
- 5) Provide squares, plazas, courtyards, esplanades, promenades or other improved open space for use by the general public; and
- 6) Provide enhanced site imagery incorporating special landscaping, fountains, sculptures or other special architectural features. The size of the density bonus shall be determined by the City Commission regarding how well the project satisfies these criteria. The City Commission's determination shall be a quasi-judicial decision made in conjunction with the Commission's review of a Mixed Planned Unit Development (MPUD) Master Development Plan and shall be based on application of the above criteria to the specific and detailed provisions of the Master Development plan. Density bonuses shall not exceed 20 dwelling units an acre.

Commercial and other non-residential development shall be provided at a rate of 15 to 40 square feet gross leasable building floor area for each approved dwelling unit, except that no Residential-Based Mixed Use development shall have less than 5,000 square feet and no more than 100,000 square feet of gross leasable building floor area. At least 75 percent of the total approved gross leasable building floor area shall be reserved for general retail commercial, personal services and professional services in order to provide for some of the frequent needs of the residents of the residential-based mixed use development.

GENERAL MIXED USE: This category allows the following types of land use either singularly or in combination: public, civic, neighborhood commercial, general commercial, office, multi-family residential, limited single-family use as an adjunct to a business use, and lodging. Execution of a Development Agreement with the City will be required whenever a project involves a combination of such uses. General Mixed Use encourages a mix of medium/high density residential development with on-site office and supporting commercial uses. The base residential density is 15 units/acre, but performance standard bonuses would allow a density of up to 35 units/acre for innovative and high-quality design. The density bonuses would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment. Maximum intensity for commercial uses including office shall not exceed an F.A.R. of 0.5.

Policy 1.1.3 – The matrix located in the Additional Information section shall serve as the basis for determining consistency between the future land use categories shown on the Future Land Use Map and zoning districts.

Where PUD Zoning is applied to areas with a Future Land Use designation of “Conservation”, the PUD development agreement must assure that such areas will be protected in accordance with Objectives 1.4 and 1.7 of the Future Land Use Element and other applicable objectives and policies of this Plan. Where zoning classifications with higher densities than the maximum allowed by the future land use classification are indicated as “may be compatible”, compatibility is based on the approved project density being equal to or less than the maximum density allowed by the future land use classification.

Policy 1.1.4 – Public elementary schools, middle schools and high schools shall be considered essential infrastructure, as necessary as roads, potable water and sanitary sewers for the support of residential development.

- Public elementary schools, middle schools and high schools shall be considered in the initial planning for residential development.
- Public elementary schools, middle schools and high schools shall be permitted in residential and schools, churches, and institutions land use districts. All other public and private schools, which do not necessarily draw enrollment from the immediately surrounding area, shall be permitted in commercial and schools, churches, and institutions land use districts.

- Proposed school sites shall be located away from industrial uses, railroads, aircraft landing strips and similar land uses to avoid noise, odor, dust, and hazards.
- To minimize potential adverse impacts resulting from traffic and school yard noise, proposed school sites shall be located away from, or shall be buffered from, hospitals, adult communities, nursing homes, and similar uses.
- Proposed public school sites shall be centrally located within their intended attendance zones, to the extent possible, and be consistent with walking and bus travel time standards. An exception to this central location policy may be allowed for high schools, because the large land area they require is usually not available at the preferred location.
- Proposed school sites shall be sufficiently large to ensure that buildings, ancillary facilities, and future expansions can be located away from flood plains, flood prone areas, wetlands, and other environmentally hazardous areas, and will not interfere with historic or archaeological resources.
- Proposed school sites shall be easily accessible without creating or contributing significant hazards for pedestrians, bicyclists, and motorists, and without significantly increasing the volume of traffic on residential neighborhood streets.
- Essential public utilities, including potable water, sanitary sewer and stormwater management facilities, shall be available at the site or shall be provided on site at the expense of the School Board.
- High schools shall conform to the following location criteria:
 1. Principal access shall be directly by way of an arterial road or collector road (access shall not be by way of a local street);
 2. The site shall be adjacent to existing or planned sidewalks and bikeways extending a minimum distance from the school site necessary to ensure reasonable student safety. If no sidewalks exist adjacent to the school site, the City shall coordinate with the School Board and/or Volusia County to ensure that the construction of off-site sidewalks will occur prior to the opening of the school.
- Elementary schools and middle schools shall conform to the following location criteria:
 1. Principal access to elementary school sites shall be directly by way of a collector road or arterial road, or at least two local streets;
 2. Elementary and middle school sites shall be adjacent to at least 2 existing or planned sidewalks extending a minimum distance from the school site necessary to ensure reasonable student safety. If no sidewalks exist adjacent to the elementary or middle school site, the City shall coordinate with the School Board and/or Volusia County to ensure that the construction of off-site sidewalks will occur prior to the opening of the school.
- To the greatest extent possible, schools shall be collocated with public facilities, such as parks, libraries, and community centers.

Policy 1.1.5 – In considering the rezoning of properties or the approval of site development plans, the City is both authorized and compelled to consider not only whether a particular proposal is consistent with the use and density aspects of the comprehensive

plan, but also whether the proposal is consistent with the compatibility and other concerns of the plan. Where a proposed rezoning or site development plan fits within the upper range of uses or densities permissible under the comprehensive plan, but is inconsistent with the plan's other concerns, the City is authorized to deny a proposal or require a reduction in density or use to achieve consistency with all aspects of the comprehensive plan.

Policy 1.1.6 – The Residential-Based Mixed Use land use classification may be applied only to properties that are 50 percent or more within the City's Community Redevelopment Area.

Policy 1.1.7 – The Residential-Based Mixed Use land use classification may be applied only to properties with frontage on a principal or minor arterial road.

Policy 1.1.8 – No development shall be approved on properties designated as Residential-Based Mixed Use except through City Commission approval of a Mixed Planned Unit Development (MPUD) Master Development Plan that prescribes the proposed types of uses, density and intensity of development, points of ingress and egress and general on-site circulation arrangements for vehicular and pedestrian traffic, maximum building height, minimum project perimeter setbacks, minimum building spacing, general site layout, recreational amenities, and general provisions for potable water and sanitary sewer service and stormwater management. When density bonuses are awarded for particular design characteristics or features to be provided by the developer, then the Master Development Plan shall include appropriate assurances that said design characteristics and/or features will be provided.

Policy 1.1.9 – To the greatest degree feasible and practical, developments on properties designated as Residential-Based Mixed Use shall include: 1) an interconnected network of streets, sidewalks and/or other travel ways designed to encourage walking and bicycling; 2) appropriate densities and intensities of use within walking distance of transit stops; 3) basic services and facilities within walking distance of residences, allowing independence to persons who do not drive; 3) public uses, streets, and squares that are safe, comfortable, and attractive for the pedestrian, with adjoining buildings open to the street and with parking not interfering with pedestrian, transit, automobile, and truck travel modes.

Policy 1.1.10 – On properties designated as Residential-Based Mixed Use, permitted commercial and other non-residential uses may include retail, personal services, professional services, financial services, office, and entertainment and dining establishments. Additional uses which may be considered appropriate if they will directly serve the anticipated needs of the residents of the Residential-Based Mixed Use project include accessory boat docks, group homes, and adult and child day care facilities. The following uses are specifically prohibited: vehicle sales, service, and repair businesses; wholesale commercial activities; warehousing, storage and distribution facilities; tattoo parlors; labor halls; adult entertainment establishments; blood banks and blood plasma centers; and bars not accessory to a restaurant. Where appropriate, businesses shall be oriented toward the street to encourage and facilitate pedestrian access.

Objective 1.2 - The City shall review and when necessary, revise its land use and development regulations annually to guide and direct development to be consistent with the Comprehensive Plan and to comply with the requirements of Section 163.3202, F.S.

Policy 1.2.1 - Such regulations shall promote the pattern of land use and development expressed by the City's adopted Future Land Use Map.

Policy 1.2.2 - Such regulations shall be consistent with the density and intensity standards indicated in Policy 1.1.2.

Policy 1.2.3 - Such regulations shall contain appropriate performance standards for:

- a) Maintaining adequate buffers and transitions between potentially incompatible land uses; and
- b) Preserving open space and protecting trees and other significant vegetation; and
- c) Promoting safety and security with appropriate building setbacks, orientation, lighting, and access; and
- d) Protecting significant historic and archaeological sites and structures.
- e) Protecting public potable water supply wells from contamination.

Policy 1.2.4 - Such regulations shall ensure that the subdivision of land results in lots that are:

- a) Adequately sized for the intended use;
- b) Safely and conveniently accessible from the public road network;
- c) Provided with adequate transportation networks, potable water, sanitary sewer, and stormwater management facilities; and
- d) Arranged to minimize potential conflicts with nearby incompatible uses or to promote interaction with nearby compatible uses, if appropriate.

Policy 1.2.5 - In order to minimize land use conflicts, the use of a street, particularly a local street, as a boundary line between residential and commercial or industrial land uses shall be avoided. Whenever possible, a rear property line or physical barrier such as a railroad or canal shall be used as a barrier between such potentially incompatible uses.

Policy 1.2.6 - Access to and traffic circulation within new residential developments shall be arranged to promote social interaction with other residential areas, and to facilitate convenient access to nearby commercial and recreational locations without encouraging commercial traffic to flow through such residential areas.

Policy 1.2.7 - Access to and traffic circulation within new commercial and industrial developments shall be arranged to discourage the flow of commercial traffic through nearby residential developments.

Policy 1.2.8 - Such regulations shall ensure that new and replacement signs shall adhere to the community standard for aesthetics and minimize confusion that results from visual disarray, while allowing reasonable identification and promotion of businesses.

Policy 1.2.9 - Such regulations shall ensure that new development and redevelopment will provide on-site stormwater management consistent with the objectives and policies of the Drainage Sub-element.

Policy 1.2.10 - Such regulations shall ensure that new development and redevelopment will provide landscaped open space as needed to minimize conflicts between incompatible uses, to prevent overcrowding, to reduce the potential for the spread of fire, to maintain air circulation, and to promote an attractive, open community appearance.

Policy 1.2.11 - Such regulations shall ensure that new development and redevelopment will provide adequate on-site vehicular parking and safe and convenient on-site traffic circulation.

Policy 1.2.12 - The City shall promote superior design for new development and redevelopment, and the inclusion of special amenities through the use of innovative development techniques which may include planned-unit development, mixed use development, cluster development, transfer of development rights, and density and intensity bonuses.

Policy 1.2.13 – Such regulations shall allow public and quasi-public facilities, including private and public schools, churches, nursing homes, adult congregate living facilities, public service and safety facilities, day care centers, parks and recreation facilities, and similar uses, in areas designated on the Future Land Use Map for residential development, when those public and quasi-public uses will directly support nearby residents. However, such public and quasi-public facilities shall be permitted in residential areas only with appropriate limitations to prevent their over concentration and to minimize land use conflicts.

Policy 1.2.14 – New development projects shall include buffers along all project boundaries between incompatible land uses. In particular, the City shall maintain and enforce land development regulations that provide buffers between: 1) single family residential development and multi-family residential development; 2) commercial development and residential development; and industrial development and residential development. Such buffers shall be adequate to maintain interference between incompatible uses within reasonably tolerable levels, and shall include a landscaped area, a visual screen and a building setback.

Policy 1.2.15 – The City shall enact and enforce zoning and other land development regulations in such a way as to provide transitional uses between areas of widely disparate land use density or intensity.

Policy 1.2.16 – The City shall require that the water supply production facilities and C.U.P. capacity is available for new site plans and/or subdivision developments, prior to the issuance of development orders.

Policy 1.2.17 – Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

Policy 1.2.18 – The City shall maintain architectural standards for the new development and redevelopment of existing buildings in the CRA overlay district.

Policy 1.2.19 –Innovative land development regulations which may include planned developments, mixed use land use development techniques, form based regulations and redevelopment plans for the Community Redevelopment Area, shall be encouraged where appropriate.

Policy 1.2.20 - The City will encourage the elimination and inconsistent non-conforming uses through its Land Development Regulations. Uses inconsistent to the Comprehensive Plan shall be brought into conformance with a change of use or when they have been vacant for six months or longer.

Policy 1.2.21 The City shall continually review existing zoning regulations to incorporate requirements that would help reduce the impact that a highly intensive use would have on a less intensive use.

Objective 1.3 - On lands designated by the Future Land Use Plan for Conservation or Open Space, no new development, nor expansion or replacement of existing development shall be permitted.

Policy 1.3.1 - The City shall review existing Federal, State, and local regulations to determine what Conservation and Open Space designated lands are not already adequately protected.

Policy 1.3.2 - Where additional protection of Conservation and Open Space areas is required, the City shall enact appropriate land development regulations and management techniques to preserve such areas, including "transfer of development rights", cluster development, purchase of development rights, etc.

Objective 1.4 - Limit development as necessary to maintain the level of service standards adopted as part of the Capital Improvements Element of the City's Comprehensive Plan.

Policy 1.4.1 - The City shall ensure that public facilities and services will be available concurrent with impacts of development, or that development orders and permits are specifically conditioned on the availability of facilities and services necessary to serve the proposed development at the adopted level of service standard.

Policy 1.4.2 - The City shall continue to enforce the adopted "concurrency management program".

Objective 1.5 - Future development and redevelopment activities shall be directed away from areas depicted on the Future Land Use Map as "Conservation", where such activities are not compatible with soils, topography, potential flood hazard and other natural conditions.

Policy 1.5.1 - The City's land development regulations have been revised to restrict or prohibit development and redevelopment activities (including land clearing) in areas depicted on the Future Land Use Map as "Conservation" for reasons of extreme soil wetness or instability, high potential for flooding, high suitability for habitat of threatened or endangered species known to inhabit the area, or other any other reasons.

Objective 1.6 - Residential development densities shall be maintained at a level consistent with the limit determined by the latest Volusia County's hurricane study that can be safely accommodated within the coastal area.

Policy 1.6.1 - The density and extent of residential development, as outlined by the Future Land Use Map, are within the limits determined by Volusia County's Comprehensive Emergency Management Plan that can be safely accommodated in the "Evacuation Area 'C'" for a category 4/5 hurricane. The density and extent of residential development shall

not be increased without first determining that the population can be evacuated before the arrival of tropical storm force winds.

Policy 1.6.2. Limit growth of the city's population as necessary to ensure that the population residing within the area designated in Volusia County's Comprehensive Emergency Management Plan as "Evacuation Area 'C'" for a category 4/5 hurricane can be safely evacuated before the arrival of tropical storm force winds (winds >39 mph).

Objective 1.7 - The City shall ensure the availability of suitable land for utility facilities necessary to support existing and future development as outlined by the Future Land Use Element.

Policy 1.7.1 - The City shall continue to enact land use development regulations which require dedication of adequate land area in new developments for the provision and maintenance of utility facilities needed to serve such developments.

Policy 1.7.2 - The City shall continue to enact land use and development regulations which allow essential utility uses and structures as permitted uses throughout the City. Essential utility uses and structures shall be defined as publicly owned or regulated utility distribution systems for gas, water, sewer, telephone, television, radio or electricity of 230 kilovolts or less including poles, wires, mains, drains, sewers, pipes, conduits, cable towers, and antennas 70 feet or less in height, and other similar equipment and accessories which are necessary for furnishing of service by such public utilities, but not including electric power plants, substations, water tanks, gas transfer stations, and water and sewage treatment plants, buildings, and municipal water supply wells.

Policy 1.7.3 - Upon notification by any public or private utility company of a need for a site for any utility facility intended to provide service to the residents or businesses of Holly Hill, the City shall include consideration of such facility in the Comprehensive Plan.

Objective 1.8 – The City shall promote urban infill development and redevelopment in areas where public facilities and services are available.

Policy 1.8.1 – The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Objective 1.9 - The City shall protect the environmental resources of the Halifax River by regulating boating impacts.

Policy 1.9.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.

Policy 1.9.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.

Policy 1.9.3: The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.

Policy 1.9.4: Continue to enforce the Volusia County Manatee Protection Plan.

Policy 1.9.5: Future Marina Development shall be consistent with the adopted Volusia County Manatee Protection Plan.

Policy 1.9.6: The City shall actively participate and comply with the monitoring and protection policies of the Volusia County Protection Plan.

GOAL 2 - THE CITY SHALL ENSURE ADEQUATE MANAGEMENT OF FUTURE DEVELOPMENT THROUGH THE CONTINUED REVIEW OF EXISTING REGULATIONS.

Objective 2.1 – Concurrency: The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

Policy 2.1.1 - Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development.

Policy 2.1.2 - Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.

Policy 2.1.3 - Require that water supply, production facilities and C.U.P. capacity is available for new site plan and/or subdivision developments, prior to issuance of development orders.

Objective 2.2 – Future land use designations, requests for rezoning, and development approval shall be in accordance with smart growth principals to foster a sense of community including:

- Creating a range of housing opportunities;
- Creating walkable neighborhoods;
- Encouraging stakeholder collaboration;
- Fostering a sense of place;
- Promoting mixed land uses;
- Preserving open space, and agricultural and environmentally sensitive lands;
- Providing a variety of transportation choices;
- Directing development towards existing public facilities; and
- Promoting compact building design.

Policy 2.2.1 - Encourage development projects to include homes affordable to a diversity of income ranges.

Policy 2.2.2 - Ensure opportunities for meaningful stakeholder participation throughout all stages of planning and policy implementation.

Policy 2.2.3 - Maintain a sense of place by preserving the character of historic -areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.

Policy 2.2.4 - Maintain a sense of community through the landscaping of parks, recreation areas and medians as well as the City's CRA overlay district.

Policy 2.2.5 - Encourage a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land in the Community Redevelopment Area.

Policy 2.2.6 - Direct future growth away from environmentally sensitive areas.

Policy 2.2.7 - Expand transportation choices by ensuring an efficient network of roads, sidewalks, and bike paths that are safe for pedestrians, bicyclists and vehicular traffic.

Policy 2.2.8 - Promote shared driveway access, shared parking spaces, and coordinated site plan designs to avoid new commercial strip development.

Policy 2.2.9 - Promote environmental protection, reduced natural resource consumption and energy management into the design and construction of buildings.

Objective 2.3 - Promote compact, mixed-use, and energy efficient development arranged to encourage pedestrians, bicycle and transit use, to reduce greenhouse gases (GHGs).

Policy 2.3.1 - The City shall seek opportunities to implement green and sustainable initiatives regarding, but not limited to, carbon footprint reduction, water and conservation and reuse, recycling, waste and energy reduction, reuse of resources, greater operational efficiency, land use and transportation practices, multi-pollutant prevention, and environmental improvements.

Policy 2.3.2 - Develop an Energy Efficiency and Conservation Strategy and an Energy Conservation Master Plan in accordance with the Energy Efficiency and Conservation Block Grant Program to develop City GHGs emissions baseline data, to set GHG emission goals and develop strategies to reduce greenhouse gases.

Policy 2.3.3 - Promote technology to change and adapt the heating, cooling, insulation, ventilation, and lighting systems of structures to achieve greater energy efficiency.

Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

Policy 2.3.5 - Encourage integration of passive solar design, green roofs, active solar and other renewable energy sources into development projects through the Land Development Regulations.

Policy 2.3.6 - Encourage urban design strategies that maximize use of renewable, sustainable, active and passive sources of energy design in architecture.

Policy 2.3.7 - Encourage food production for local consumption to reduce VMTs, thereby reducing GHG, by encouraging farmers markets and community gardens.

Policy 2.3.8 - The potential for reducing Vehicle Miles Traveled (VMTs) and GHG emissions shall be considered in all location and investment decisions for public facilities.

Policy 2.3.9 - Promote the redevelopment of brownfield and grey-field sites to reduce VMTs to reduce pressures for greenfield development.

Policy 2.3.10 - Support technology and business practices that enable people to reduce VMTs from home to work, including increased flexibility for home office uses.

Policy 2.3.11 - Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage community residents and business owners

to invest in energy-efficiency improvements through community outreach efforts, such as the City's Website.

Policy 2.3.12 - Encourage design techniques and materials that reduce heat absorption, thereby reducing the heat island effect.

GOAL 3. PROTECTION OF NATURAL AND HISTORIC RESOURCES THE CITY SHALL ENSURE THAT PLANNING AND DEVELOPMENT POLICIES MANAGE, CONSERVE, AND PROTECT THE NATURAL, SCENIC AND HISTORIC RESOURCES AND ENVIRONMENTAL QUALITY OF THE CITY.

Objective 3.1 - To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Holly Hill

Policy 3.1.1 - To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Holly Hill, the city adopted the Environmental Core Overlay or "ECO" Map by resolution.

Policy 3.1.2 - The City supports the adopted smart growth goals, objectives and policies of the County's Comprehensive Plan and will actively participate with Volusia County and local jurisdictions in the further development of policies that serve to manage future development that occurs within developable tracts of the adopted ECO Map.

Objective 3.2 - The historical sites and structures identified in the City's historical inventory shall be protected from encroachment by incompatible land use activities.

Policy 3.2.1 - Future development and redevelopment activities in the areas surrounding the historical sites and structures identified in the City's historical inventory shall be maintained as single family development to ensure a reasonable degree of compatibility with those historical sites and structures.

Policy 3.2.2 - The City shall continue to ensure that all historical sites and structures eligible for inclusion on the National Register of Historic Places will be submitted to the U.S. Department of the Interior for inclusion on the Register.

Policy 3.2.3 - Adaptive reuse of historic structures in a manner that will preserve the historic value of such structures shall be given priority over reuse and redevelopment that would reduce their historic value.

Policy 3.2.4 - The City shall continue, with voluntary assistance from historians and archeologists as may be available, to identify significant historic sites and structures.

GOAL 4. THE COMMUNITY REDEVELOPMENT AREA (CRA) MASTER PLAN WAS FIRST ADOPTED IN 1996 AND UPDATED IN 2007 AND AGAIN IN 2025. THE PLAN REPRESENTS THE CITIZENS' VISION FOR REDEVELOPMENT AND GROWTH. THE VISION ENCOMPASSES THE FOLLOWING THEMES. THE PLAN ADDRESSES A WIDE RANGE OF ISSUES INCLUDING INFILL DEVELOPMENT, RECREATION, LAND DEVELOPMENT REGULATIONS, STREETSCAPE IMPROVEMENTS, AND PUBLIC PARKING. FUTURE DEVELOPMENT, REDEVELOPMENT, AND CITY CAPITAL INVESTMENT IN THE REDEVELOPMENT AREA SHALL BE CONSISTENT WITH THE MASTER PLAN, AS AMENDED.

Objective 4.1. Development and redevelopment regulations. Acknowledging that development and redevelopment in the Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted Master Plan.

Policy 4.1.1 - The City shall amend the Land Development Regulations to create and maintain a set of urban design standards specific to the redevelopment area that place greater emphasis on elements of building form over specific design style and use, including building bulk, placement of the building relative to the street, and specific components of the building façade.

Policy 4.1.2 - In the Redevelopment Area only, building orientation for vacant sites shall be close to the street with “build to” lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.

Policy 4.1.3. New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed use projects are encouraged.

Policy 4.1.4 - The Land Development Regulations shall be amended and maintained to allow urban style signage within the commercial areas of the Community Redevelopment Area stressing wall, canopy, and projecting signs as opposed to pole and ground signage.

Policy 4.1.5 -New Development and redevelopment where the building is substantially removed (>50% of floor area), the building shall be set at the build-to-line. ROW dedication or a private easement for increased sidewalk shall be required. Development may be placed behind the build-to-line if an outdoor café or courtyard is planned.

Objective 4.2. The City shall utilize Tax Increment Financing to develop infrastructure and capital projects to further the Redevelopment Plan.

Policy 4.2.1. The City shall evaluate stormwater needs in the Community Redevelopment Area and implement a program of public retention areas to support intensive redevelopment of existing sites whenever practical.

Policy 4.2.2. Financial assistance programs shall be designed and implemented to further the implementation of the vision expressed in text and renderings contained in the Redevelopment Master Plan.

Policy 4.2.3 - The City shall continually assess and implement a streetscape program along Ridgewood Avenue (US 1) and other major roadways in the Community Redevelopment Area. The streetscape program should include street trees, way-finding signage, and street furniture.

Policy 4.2.4 - The City shall continue to review and improve the public park facilities in the Redevelopment area and provide a full range of recreational opportunities.

Policy 4.2.5 - The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Community Redevelopment Area.

Policy 4.2.6. The City shall continue to work with organizations such as, the Chamber of Commerce as well as business and property owners to implement capital projects in Master Plan Update.

Objective 4.3 Promote effective energy management practices in the Community Redevelopment Area.

Policy 4.3.1 Encourage an urban design pattern in redevelopment areas, where appropriate, that will reduce vehicle miles travelled among trip destinations.

Policy 4.3.2. Continue developing new regulations to the land development regulations that will support the development of energy efficient infill and redevelopment of commercial and industrial areas.

GOAL 5. ECONOMIC DEVELOPMENT - TO PROMOTE AND SUPPORT POSITIVE ECONOMIC PROSPERITY BY CONDUCTING STRATEGIC ACTIVITIES DESIGNED TO EXPAND AND DIVERSIFY THE EXISTING ECONOMY AND CREATE ADDITIONAL EMPLOYMENT AND INVESTMENT OPPORTUNITIES.

Objective 5.1. The City shall implement economic development using a number of strategies including a Strategic Economic Development Plan designed to encourage investment in Holly Hill and by being proactive in business retention, expansion, and attraction.

Policy 5.1.1. - The City shall maintain a working relationship with the Holly Hill business community and update economic development assistance programs as necessary.

Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

Policy 5.1.3. - The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.

Policy 5.1.4 - The City shall continue to collect, analyze and disseminate relevant economic data and information in order to develop effective programs, projects, and activities to achieve its economic development goals.

Policy 5.1.5 - The City shall coordinate marketing strategies to attract regional, national, and international companies to the City.

Policy 5.1.6 - The City shall identify and recruit industries involved in the “Green” sustainable energy related research, development, and manufacturing industries.

Policy 5.1.7 - The City shall continue to partner with Volusia County and local Chamber of Commerce to promote economic development within Holly Hill.

Policy 5.1.8 - The City shall consider the impacts on neighborhoods and environmental protection as well as job and tax base growth when evaluating proposed development classified as heavy industrial.

Policy 5.1.9 - The City shall see new business location and existing business expansion that are compatible with the City’s land use plans and policies.

Objective 5.2 - The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.

Policy 5.2.1 - The City shall promote and create financial and other incentives for redevelopment of the community redevelopment and development areas, considering in particular opportunities for adaptive reuse and for small business on infill sites.

Policy 5.2.2 - The City shall assist development to understand and use the Brownfields Redevelopment Program to encourage redevelopment of areas with real and/or perceived environmental contamination.

Policy 5.2.3 - The City shall continue to review and update land development regulations that encourage the redevelopment of areas of the City that have existing infrastructure and are vacant or underutilized.

Objective 5.3 - Planning for Economic Development

Policy 5.3.1 - All City departments shall program funding for the maintenance and expansion of infrastructure necessary for business attraction in all areas of the city.

Policy 5.3.2 - All City development-related departments shall regularly evaluate development review procedures to ensure that they are efficient. Inefficient programs and procedures shall be modified consistent with Smart Growth principles to provide certainty in the process with review and approval at the lowest possible level.

Policy 5.3.3 - The City shall regularly evaluate the demand for land designated for economic activity, and the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.

Purpose of the Transportation Element

The transportation element of a comprehensive plan is a framework for developing, maintaining, and enhancing a community's transportation system. This system encompasses not just roadways for cars, but also facilities for pedestrians, cyclists, public transit users, and freight movement.

The transportation element evaluates existing infrastructure, anticipates future needs, and outlines policies to support safe, efficient, and equitable mobility for all.

Core Purposes of the Transportation Element

- Supporting Community Vision and Land Use
- Promoting Safety and Accessibility
- Enhancing Economic Development
- Protecting Environmental Resources
- Improving Public Health and Quality of Life
- Facilitating Coordination and Efficiency

Key Components of the Transportation Element

While every community's plan is unique, most transportation elements include the following components:

- Inventory and Analysis: Assessment of current infrastructure, travel patterns, and problem areas.
- Goals and Objectives: Clear statements guiding the desired future state of mobility.
- Policies and Strategies: Specific actions to achieve the stated goals—such as new transit lines, road diets, or pedestrian zones.
- Implementation Plan: Timeline, phasing, funding sources, and partnerships needed to bring the vision to life.
- Monitoring and Evaluation: Methods to track progress, measure outcomes, and adapt as conditions evolve.

Conclusion

The transportation element of a comprehensive plan is more than a technical manual for roads and transit—it is a statement of values, priorities, and aspirations. By weaving together mobility, land use, environment, equity, health, and economy, it charts a path toward a community that is connected, resilient, and thriving. As cities and regions face unprecedented challenges—climate change, demographic shifts, new technologies—the transportation element stands as a living document, guiding adaptation and progress in service of a better future for all.

CHAPTER 2

TRANSPORTATION CIRCULATION ELEMENT

GOALS, OBJECTIVES AND POLICIES - TRAFFIC CIRCULATION ELEMENT

GOAL 1 - PROVIDE A TRAFFIC CIRCULATION SYSTEM WITH ADEQUATE CAPACITY TO EFFICIENTLY AND ECONOMICALLY MOVE MOTORIZED AND NON-MOTORIZED TRAFFIC NOW AND IN THE FUTURE, WHILE PROVIDING FOR MAXIMUM PUBLIC SAFETY AND MINIMUM ADVERSE IMPACTS ON SOCIAL AND NATURAL ENVIRONMENTAL SYSTEMS.

Objective 1.1 - The City shall maintain the level of service standards set forth in the Capital Improvements Element for all roads within its jurisdiction.

Policy 1.1.1 - The City shall review all proposed developments for consistency with Objective 1.1 and compliance with the adopted LOS standard. No development shall be approved if the resulting traffic impact will exceed the adopted LOS standard.

Policy 1.1.2 - The City has adopted uniform procedures and guidelines for review of proposed developments in order to ensure that traffic impacts will be adequately and consistently addressed.

Policy 1.1.3 - The City has adopted procedures for maintaining adequate current information to monitor the performance of the road network and to assess the remaining unreserved capacity.

Policy 1.1.4 - The City shall coordinate with the Florida Department of Transportation, the Volusia Flagler Transportation Planning Organization, Volusia County, Daytona Beach, and Ormond Beach to establish a mutually acceptable measure of "maintain and improve operating condition" relative to Ridgewood Avenue. For this purpose, the City shall consider a peak hour increase in traffic of five (5%) percent to be a reasonable indicator of maintained condition.

Policy 1.1.5 – The City will analyze the pros and cons of designating the entire City as a Transportation Concurrency Exception Area (TCEA) and further explore ways to facilitate urban infill and redevelopment by providing and implementing strategies for mobility, urban design, mixed uses, and network connectivity.

Objective 1.2 - The City shall coordinate future land planning with the traffic circulation system in order to ensure efficient utilization of the existing traffic circulation system and all future improvements.

Policy 1.2.1 - The City will amend its future land use plan only after it has been demonstrated that the changes will not result in an increase of traffic over the capacity of the traffic circulation network at the adopted level of service standards.

Policy 1.2.2 - All improvements to the City's traffic circulation system shall be designed and scheduled to support the City's future land use plan.

Policy 1.2.3 - The City will ensure that its adopted future land use plan will be reflected in the long-range transportation plans of the Volusia Flagler Transportation Planning Organization.

Policy 1.2.4 – The City will review all new developments, particularly shopping centers and multi-family residential projects, to ensure that the site layouts will reflect due consideration for the needs of transit users, pedestrians and bicyclists. Where appropriate, new large-scale developments shall include handicapped accessible bus stops with passenger amenities such as boarding/deboarding pads, benches and shelters where appropriate. Site layouts shall minimize the distances pedestrians must travel from public sidewalks and transit stops to building entrances. These pedestrian ways shall be clearly defined, particularly over parking and on-site vehicular circulation areas. Parking and on-site vehicular circulation areas shall be designed to provide for safe and convenient pedestrian movement. Secure bicycle parking shall be provided.

Objective 1.3 - The needs of pedestrians and bicyclists will be accommodated in all road construction and expansion projects of the City.

Policy 1.3.1 - The City shall continue to incorporate into its Land Development Regulations appropriate project design standards to insure that the needs of pedestrians and bicyclists are met.

Policy 1.3.2 - The City shall continue to incorporate into its Land Development Regulations appropriate project design standards to insure safe and convenient access for pedestrians and bicyclists throughout the City. As a minimum, sidewalks shall be required along both sides of all arterial and collector streets and along one side of local streets.

Policy 1.3.3 - The City shall continue its efforts to construct a bicycle facility along the entire length of LPGA Boulevard and Riverside Drive

Objective 1.4 - The City's road network will emphasize safety and aesthetics.

Policy 1.4.1 - The City shall continue to enforce their adopted design standards for landscaping and signage along all roads.

Policy 1.4.2 - The City shall continue the program to monitor citizen complaints regarding hazardous road conditions and accident data to identify such hazardous road conditions. Hazards shall be eliminated in a timely manner.

Policy 1.4.3 - Safety shall be the overriding concern in all matters of road design and construction and traffic management. All future City road improvements will conform to the Florida Department of Transportation's Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways and the Federal Highway Administration's Manual On Uniform Traffic Control Devices On Streets And Highways.

Policy 1.4.4 - The City shall continue to enforce its requirement that adequate off-street parking and safe, convenient on-site traffic flow be provided for all land uses.

Objective 1.5 - Preserve existing and future investment in the road system.

Policy 1.5.1 - Continue and expand the City's program of scheduled maintenance and resurfacing.

Policy 1.5.2 - The City shall continue to enforce the City's Land Development Regulations road construction standards that will ensure long, trouble free service with a minimum of maintenance effort.

Policy 1.5.3 - The City shall continue to enforce the City's Land Development Regulations design standards which discourage direct driveway access to collector and arterial roads.

Policy 1.5.4 - The City shall continue to enforce the City's Land Development Regulations requirement that building setbacks along substandard width rights-of-way be measured from the theoretical right-of-way line for a standard width right-of-way.

Policy 1.5.5 - At least every five years the City shall conduct a local street conditions survey and within six months after the completion of each survey prepare a prioritized schedule of street improvements for inclusion in the Capital Improvements Element.

Policy 1.5.6 - Minor urban collector roads shall be resurfaced at least every five years and other City roads shall be resurfaced at least every ten years.

Policy 1.5.7 - The schedule of road improvements shall be provided to telephone, electric and gas utilities to enable them to coordinate planned improvements.

Objective 1.6 - The City shall ensure coordination of its land use and traffic circulation planning with the plans and programs of the Volusia Flagler Transportation Planning Organization and the Florida Department of Transportation's 5-year work program.

Policy 1.6.1 - The City shall continue to participate in the TPO transportation planning process through representation on the TPO's governing body and its technical advisory committee.

Policy 1.6.2 - The City shall review every update of the FDOT's 5-year work program and file written comments and objections relating to any inconsistencies with the City's future land use and traffic circulation plans.

Policy 1.6.1 - At least annually, the City shall review the County 5-Year Road Program for compatibility with the City's transportation facility plans.

Objective 1.7 - Prepare and adopt a right-of-way protection plan which identifies properties needed to be acquired for existing and future traffic circulation purposes.

Policy 1.7.1 - Require dedication of needed rights-of-way from all development through subdivision exactions, or if necessary, encourage voluntary dedication through use of incentive programs such as density bonuses.

Objective 1.8. Protect Florida's Strategic Intermodal System (SIS) by preserving future ROW corridors.

Policy 1.8.1 - The Future Traffic Circulation Map shall be derived primarily through use of TPO travel demand forecast models, where applicable, and shall reflect the TPO Adopted Cost Feasible Plan, locally designated corridors, corridors identified for Project Development Studies and any future identified corridors. The Future Traffic Circulation Map shall not be subject to the financially feasible criteria applied to the five and ten year planning horizon.

Policy 1.8.2 - The City shall utilize the long-range traffic circulation map for:

- a. Review of all proposed development orders for consistency with the map;
- b. Establishing the long range (2045) level of service standards on major existing or future roadways by determining the resultant level of service on each roadway impacted by a project travel demand as determined using the TPO, or other travel demand forecasting models;
- c. Reviewing all projects proposed to widen existing or develop new major roadways. All capital projects shall be consistent with the Future Traffic Circulation Map; and

- d. Achieving consistency of this comprehensive plan where appropriate with: the long-range transportation plans of all local governments adjacent to Holly Hill; the FDOT's Transportation Plan and approved work program; and the TPO's transportation improvement plan.

Objective 1.9. The City shall insure the availability of structure free right(s)-of-way for major and important minor roadways and for Votran transit corridors necessary or desirable to accommodate projected travel demand in 2045.

Policy 1.9.1 –The City shall adopt a major thoroughfare provision in the LDR which:

- a. References the Future Traffic Circulation Map that will provide for adequate traffic circulation within the city;
- b. Identifies the right-of-way widths for each roadway in a manner consistent with the Future Traffic Circulation Map and in a manner consistent with the inventory of right-of-way already provided by Ormond Beach, other local governments, or the State of Florida;
- c. Establishes the Future Traffic Circulation Map as the official listing of right(s)-of-way to be reserved pursuant to Policy 1.9.2 below; and
- d. Establishes procedures and guidelines for the appropriate amendment of the map.

Policy 1.9.2 - A right-of-way protection provision shall be adopted for the purpose of protecting right(s)-of way necessary to develop the roadway network shown on the Future Traffic Circulation Map. This right-of-way protection is required so as to insure compliance with long range level of service standards established by those policies within the comprehensive plan. Such ordinance shall prohibit the development of any structures, parking areas, or drainage facilities (except as allowable on an interim basis) within the corridors indicated on the Future Traffic Circulation Map or within any other surface transportation corridors (i.e. rail corridors) identified by FDOT. Other uses, consistent with this comprehensive plan, may be considered within the protective right-of- way. Nothing in the right-of-way protection ordinance shall preclude location of temporary uses within protected right(s)-of-way. Any right-of-way protected under the right- of-way protection ordinance may be dedicated to Holly Hill during the development of a project. Any such dedication shall not be subject to time limits on right(s)-of-way reservation as required by Chapter 336 F.S. As used in this policy, “corridors” means that area of protected right-of-way for any roadway, as generally configured and as located on the Future Traffic Circulation Map. Protected right(s)-of-way shall be defined as:

- a. Required right-of-way on either side of the centerline of an existing roadway shown as having more lanes on the Future Traffic Circulation Map than the number of lanes currently existing.
- b. Required right-of-way for roadway or other transportation corridors for which no centerline has been established. The location of the roadway right(s)-of-way shall be established during the review of proposed projects in proximity to future roadway corridors located on the Future Traffic Circulation Map. These newly established alignments selected during project review shall be continuous so as to provide for a continuous travel corridor of sufficient width to accommodate an appropriate cross section as required by city policy for facility types specified on the Future Traffic Circulation Map.

Policy 1.9.3 - The City shall ensure that protected right(s)-of-way are reserved at the time of project review for issuance of a level of service compliance decision. Failure to reserve protected right(s)-of-way as a condition of level of service determination shall be considered a violation of the 2045 (long range) level of service standard for that roadway and shall, therefore, be prohibited. Such ordinance shall also contain mitigation measures designed in part to preclude the taking of private property unless fair compensation for any such taking is provided. These measures shall address properties which are located in a manner or exhibit characteristics that precludes the reasonable use of such property if the protected right-of-way is maintained free of drainage facilities, structures, or parking during the development of the property. Measures may include, but not be limited to:

1. The transfer of development right(s), which may be considered pursuant to future land use policy from the area within a protected right-of-way to an area outside of the protected right of way on the same project site.
2. The reduction of required building setbacks, required buffers, and other requirements otherwise contained in this comprehensive plan or contained in other local land development regulations, if such reduced requirements are considered on a case-by-case basis and are granted pursuant to a finding of overriding public interest by the local government.

Policy 1.9.4 - Adopt a right-of-way reservation ordinance that requires the dedication to Holly Hill as a condition of issuance of a level of service compliance finding. Upon adoption of an ordinance, or upon recording of any update to the Future Traffic Circulation Map, the reserved right(s)-of-way shall be prohibited from all development of drainage facilities, parking or structures, and dedication of the reserved right-of-way shall be required upon issuance of the development order for any property encompassing said right-of-way. Appropriate access through reserved right-of-way as determined by Holly Hill, will be permitted. Any such reservation of right-of-way for a particular transportation corridor shall be effective for a period not to exceed five years from time of initial right-of-way reservation, unless extended in one-year increments not to exceed an additional five-year period.

Policy 1.9.5 - Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.

Policy 1.9.6 - Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

Policy 1.9.7 - The impact of new and/or widened right(s)-of-way on existing residential use or residentially zoned property shall be minimized by the use of walls or combination of berm/landscape buffers, as appropriate to the particular site. Impacts to be considered shall include noise levels, safety, aesthetics, usefulness and property values. Walls and other buffers will be constructed by developers.

Policy 1.9.8 - No existing right(s)-of-way for major roads shall be abandoned, vacated or otherwise conveyed from public ownership unless a positive recommendation has been made by the Development Review Committee to the City Commission that the right-of-way will not be needed for the future expansion of the roadway.

Objective 1.10 - Protect existing roadway capacity through access management by ensuring on-site circulation for new development shall not interrupt traffic flow on public road facilities.

Policy 1.10.1 - All land use plan amendments, zonings, plats and site plans requiring City approval and access to Federal, State, County and City roads shall comply with the following access management strategies, if determined applicable to the location:

- a. Traffic circulation and maneuvering shall be accomplished on-site;
- b. Driveway entrances and exits shall be located as far as possible from street intersections;
- c. Nonresidential lots having frontage on two or more public streets shall have access to the street(s) with the lowest functional classification;
- d. Interior throughways within parking areas shall be separated from parking aisle areas;
- e. Peripheral outparcels designed for freestanding uses shall be integral part of the total interior circulation system for a larger site;
- f. Driveways should align with opposite driveways;
- g. Joint curb cuts, cross-access easements, internal access for outparcels and other transportation system management strategies shall be employed to effectively reduce the number of curb cuts and median openings on all public road facilities;
- h. Curb cuts for driveways shall be minimized, and the location and number of cuts should relate to lot size, turnover rate, relationship to adjoining streets and the type of clientele served. Access points shall be designed to prevent hazards to vehicular or non-vehicular traffic. Turnout lanes and traffic dividers shall be provided on abutting roadways and on-site where existing or anticipated heavy flows of traffic indicate the need;
- i. Internal streets, roads, driveways and parking, loading and service areas shall be designed so as to provide safe and convenient vehicular access to all uses and facilities;
- j. Development proposals exceeding the thresholds established in the 2016 Votran Transit Design Guidelines shall include transportation demand management strategies, such as: ride sharing, van pooling, carpooling, flextime and bicycle usage, as methods to alleviate the need for automobile trips;
- k. Joint curb cuts with adjacent development parcels shall be provided where feasible;
- l. Residential and non-residential developments shall provide internal as well as external connectivity in order to support public transportation facilities for bicyclists and pedestrians;
- m. Minimum throat distances shall be established for driveway entrances based upon the floor area size of developments to ensure development related traffic does not disrupt through traffic on public roadways;
- n. New residential developments that exceed 200 average daily trips should provide emergency access independent of the primary access to the development as determined acceptable by the DRC; and

- o. Residential subdivisions shall have internal road, pedestrian, and bicycle connectivity between each other.

Objective 1.11 - Coordinate a multi-modal strategy with transportation planning and the land use element to provide alternative travel modes which are sufficient to accommodate the uses depicted on the Future Land Use Map and adopted Community Redevelopment Area Plan.

Policy 1.11.1 - The City shall continue to support basic transit citywide for development consistent with the Future Land Use Map and located on non-congested roadways throughout the City. For roadways that are currently congested or projected to be congested in 2035, the strategy shall incorporate a higher level of measures designed to reduce vehicular motor trips (VMT's).

Policy 1.11.2 - The multi-modal strategy shall be utilized when reviewing land use plan amendments, rezonings, plats, and site plans on congested or projected congested roadways.

Policy 1.11.3 - The multi-modal strategy shall initially coordinate transit with current or projected congested roadways by requiring development to construct or contribute money to fund operations or construct bus amenities in keeping with the Votran Transit Design Guidelines, as amended.

Policy 1.11.4 - Development or (re) development which occurs along congested roadways regardless of whether a land use plan amendment is required shall be required to enter into joint development agreements to develop transit facilities and services if requested by Votran.

Policy 1.11.5 - The multi-modal strategy shall be triggered where required approvals for future land use plan amendments or development of land are located on roadway corridors currently congested or projected to be congested in 2035.

Objective 1.12 ALTERNATIVE MODES OF TRANSPORTATION The City shall promote alternative modes of transportation through the construction of bike paths, pedestrian facilities and the use of transit.

Policy 1.12.1 - The City shall incorporate Votran as a reviewing entity for those developments which meet or exceed the recommended review thresholds contained in Votran's Transit Design Guidelines, as amended.

Policy 1.12.2 - The City shall continue to implement its adopted Sidewalk Master Plan as amended to add sidewalks based upon evaluation criteria that includes safety, school access, recreational access, and transit access and road classification.

Policy 1.12.3 - The City shall permit a payment in lieu of sidewalk construction for development if it is determined that the need for sidewalk is much greater in other areas of the city.

Policy 1.12.4 - The City shall implement the Bicycle and Pedestrian Safety Master Plan recommendations prepared by the TPO for all elementary schools within the City through its annual sidewalk program.

Policy 1.12.5 - The City shall educate the public as to the benefits of bicycling and walking and other non-motorized transportation options including those benefits related to

improving air quality, reducing energy consumption, reducing congestion, stimulating the economy and promoting health and physical fitness.

Policy 1.12.6 - Increase the use of transportation alternatives to the automobile by providing increased opportunities for the use of transit, and encouraging carpools, vanpools, walking and bicycling, and by reducing the need for new or expanded automobile and automobile parking facilities.

Policy 1.12.7 - Encourage the use of alternative fuels for City vehicles, transit vehicles and as feasible, any other motor vehicles as a means of reducing greenhouse gas emissions and conserving energy.

GOAL 2. ALL DEVELOPMENT AND (RE) DEVELOPMENT SHALL BE REQUIRED TO MITIGATE IMPACTS OF DEVELOPMENT ON STATE, COUNTY AND CITY ROADS.

Objective 2.1 - All new developments that may be considered significant traffic generators shall provide a traffic impact assessment consistent with the requirements in the City's Land Development Regulations and if required, transportation improvements to mitigate their impacts on the City's transportation system.

Policy 2.1.1 - The City shall utilize the Volusia Flagler Transportation Planning Organization's Transportation Impact Analysis (TIA) Guidelines Methodology as the principal means for assessing site development impacts on state, county and city roads.

Policy 2.1.2 - New development shall construct that portion of any proposed road identified in the Long Range Traffic Circulation Map that abut or bisect their property and shall align new roads with existing and proposed facilities.

Policy 2.1.3 - Mitigation funded through monetary or Proportionate Fair Share contributions may include either singularly or in combination any of the following improvements: road improvements, transit facility improvements, transit operation contributions, bicycle trail construction, TDM strategies, or other appropriate measures which reduce vehicle miles traveled.

Purpose of the Housing Element

The housing element is a required chapter or section of the comprehensive plan that addresses the current and future housing needs of a community. It serves several core purposes:

- Providing a detailed assessment of existing housing conditions.
- Identifying projected housing needs for various income groups, household sizes, and special populations (such as seniors, people with disabilities, and the homeless).
- Setting forth goals, policies, and implementation strategies to ensure adequate, safe, and affordable housing is available to all residents.

This element is both descriptive and prescriptive. It describes the present state of housing in the community, anticipates future housing demands, and prescribes policy actions to meet those needs.

Purpose of the Housing Element

The housing element has several critical purposes within the comprehensive plan framework:

1. Assessing Existing and Future Housing Needs
2. Promoting Housing Affordability and Inclusion
3. Guiding Land Use and Zoning Decisions
4. Coordinating with Other Plan Elements
5. Addressing Special Housing Needs

The element sets forth policies and programs to address these special needs.

STATISTICAL INTRODUCTION

Housing Data Summary

An overview of conditions pertinent to the preparation of the housing Goal, Objectives and Policies statements are presented in the sections that follow.

The City of Holly Hill is primarily built out. Therefore, other than in fill development there is relatively little remaining land for additional residential growth and development. An analysis of vacant land within the City indicates a remaining residential development potential of 1927 units, with an additional 70 units approved and under development. Based on ACS data estimates, the City currently has a total of 4,610 single-family (detached units), and 2,137 multi-family units (2 or more), and approximately 561 mobile home units, for a total of 7,308 housing units.

Housing and Residential Development

The data reflects an increase of approximately 8.7% in Holly Hill's population since 2000. The City's relatively slow growth could be due to the fact that it is virtually built-out.

According to the ACS 5-Year Estimates Data Profiles for 2023, approximately 80 percent of Holly Hill's housing units were built more than 25 years ago. The City's housing stock was primarily constructed in the 1970's and 1980's during which time approximately 45% of the City's housing was constructed.

Age of Housing Units

<u>Year Structure Built</u>	
Total housing units	7,308
Built 2020 or later	13
Built 2010 to 2019	179
Built 2000 to 2009	723
Built 1990 to 1999	531
Built 1980 to 1989	1,638
Built 1970 to 1979	1,632
Built 1960 to 1969	818
Built 1950 to 1959	948
Built 1940 to 1949	651
Built 1939 or earlier	175

Source - U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023.

Household Characteristics

Characteristics of housing within the City include tenure, rent, value, monthly cost and cost to income ratio. The most current estimates available for inventory and analysis of this type is the American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023.

Comparative Housing Tenure, Vacancy & Value Characteristics

Total Housing Units		<u>7308</u>
Tenure		
Occupied housing Units		<u>6122</u>
Owner-occupied		3525
Renter-occupied		2597
Vacancy Status		1186
Value in \$		
Less than 50,000		503
50,000 to 99,999		473
100,000 to 149,999		500
150,000 to 199,999		806
200,000 to 299,999		766
300,000 to 499,999		330
500,000 to 999,999		93
1,000,000 or more		54
Median		168,600

Source - U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023.

Occupied Units Paying Rent in \$		2480
0 to 500		75
500 to 999		384
1000 to 1499		1,278
1500 to 1999		192
2000 to 2499		398
2500 to 2999		98
3,000 or more		55
Median (dollars)		1,277
No cash rent		117

Source - U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023.

Gross Rent as a Percentage of Income	
Occupied Units Paying Rent	2401
Less than 15.0 %	324
15.0 to 19.9 %	204
20.0 to 24.9 %	263
25.0 to 29.9 %	220
30.0 to 34.9 %	88
35 % or more	1,302

Source - U.S. Census Bureau, U.S. Department of Commerce. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023.

Household Characteristics Projections

Vacant residential land analyses (see Table below) indicates that the remaining residential build-out potential of the City is approximately 1,927 units. This represents one residential housing unit for every 2.2 people for the balance of the build-out population. The current population today of 13,172 requires at least 5987 housing units. Since it is estimated that there are currently 7308 housing units, it can be concluded that there is sufficient housing for the current population of Holly Hill. The population is expected to grow very little by 2035 and 2045. The population in those years is estimated to be 13,619 and 13,637 respectively. This represents an increase of 447 people from 2025 to 2035 and 18 people from 2035 to 2045. Given that there is currently enough land to support units for a growth in population of 4,238 people, it can be concluded that the City is able to provide for the housing needs of its population through the 2035 and 2045 planning periods.

Vacant Residential Land Use Potential Yield

Future Land Use	Max Density	Acres	Gross Density (Dwelling Units)	Gross Population
Low Density Residential	6	23.88	143	315
Low/Med Density Residential	10	48.78	487	1,071
Med. Density Residential	19	20.22	384	844
Residential Based Mixed Use	35	5.22	182	400
Mixed Use II	35	20.91	731	1,608
	Total:	119.01	1,927	4,238

AVAILABILITY OF SERVICES

The infrastructure services are currently in place to serve projected growth in all areas of the City. Infrastructure such as well fields; water treatment facilities and distribution mains; wastewater collection and transmission mains; treatment and disposal facilities; primary roads; and solid waste disposal systems are in place and have capacities to accommodate the residential build-out of Holly Hill.

CHAPTER 3

HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES - HOUSING ELEMENT

GOAL 1 - ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

Objective 1.1 - The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low- and moderate-income housing, which will meet future community needs and offset housing deficiencies as noted in this Element

Policy 1.1.1 - The City shall maintain sufficient residentially zoned land to accommodate projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.

Policy 1.1.2 - The City shall ensure that adequate public facilities and services will be provided to areas requiring such for development of needed housing units.

Policy 1.1.3 - The City shall work with the private and non-profit sectors as well as with other public entities to improve coordination among participants involved in housing -

Policy 1.1.4 -Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

Policy 1.1.5 - The City shall support Volusia County's housing programs that conserve or increase the supply of standard housing affordable to low- and moderate-income households.

Policy 1.1.6 – The City shall seek to identify historically significant housing and other housing for purposes of conservation, replacement, rehabilitation and adaptive reuse.

Objective 1.2 – Rehabilitation and elimination of Substandard Housing: All housing in the city which is found to be substandard but economically feasible to repair should be rehabilitated to increase the availability of standard housing and ensure that all housing in the city provides safe and adequate shelter to its occupants. However, the City shall make all effort to eliminate housing that is determined to be not economically feasible to repair.

Policy 1.2.1 – Through its code enforcement and building inspection process, the City shall regularly identify substandard housing along with housing that may be in need of structural and aesthetic improvements.

Policy 1.2.1 –The City shall prioritize City-wide housing rehabilitation as funds are made available through appropriate funding sources. The City shall actively support the provision of housing services by Volusia County Community Services, Halifax Habitat for Humanity and other non-profit housing organizations in the Holly Hill area.

Policy 1.2.2 - Rehabilitation of housing units will be in conjunction with other neighborhood revitalization activities and facility improvements, as appropriate, to improve the overall quality of the housing and neighborhood environments.

Policy 1.2.3 - Neighborhood restoration efforts shall seek to maintain neighborhood identity in conjunction with strict and sensitive code enforcement and integrity.

Policy 1.2.4 – Where possible, the City shall utilize State and Federal financial resources to provide financial assistance to allow persons of limited income to repair their properties.

Policy 1.2.5 - In addition to correcting code violations, rehabilitation efforts may include incipient violations as determined by the Chief Building Official. These are defined as any conditions not in violation of the housing code which can be reasonably expected to become a violation within the near future, unless corrective actions are taken. Other improvements, as determined by the Chief Building Official, may also be eligible for assistance provided they are incidental to real or incipient code violations.

Objective 1.3 - The City shall continue to review and revise the adopted land development regulations eliminating all unnecessary requirements and procedural delays which add to the cost of residential land subdivision and housing construction.

Policy 1.3.1 - The City shall continue to encourage the use of innovative land development techniques including planned-unit-development and cluster development which could reduce land development and housing construction costs while maintaining and improving the quality of housing and neighborhoods.

Policy 1.3.2 - The City shall continue to encourage the use of innovative construction techniques and materials, including modular construction, which could possibly reduce the cost of housing while maintaining and improving the quality.

Policy 1.3.3 - The City shall continue to review and revise land development regulations to streamlined review procedure which eliminates unnecessary plan costs and approval delays.

Policy 1.3.4 - The City shall re-evaluate minimum floor area requirements for housing, and if appropriate, reduce excessive requirements.

Objective 1.4 – The City shall continue to enforce the adopted "fair housing" ordinance in accordance with Title VIII of the Civil Rights Act of 1968 and the Florida Fair Housing Act, Chapter 760, Florida Statutes.

Policy 1.4.1 - Every current and future resident of the City will be assured of equal housing opportunities.

Objective 1.5 The City shall continue to permit in residential areas for group homes and foster care facilities licensed or funded by the Department of Children and Family Services.

Policy 1.5.1 The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.

Policy 1.5.2 The City shall maintain provisions in the Land Development Regulations to allow smaller group homes (up to six residents) be permitted by right in all residential districts. Larger group homes shall be permitted as a Special Exception use in all single-family residential districts and by right in all multifamily districts.

Objective 1.6 The City shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.

Policy 1.6.1 The City shall utilize, to the maximum extent possible, non-profit community-based organizations to assist in the acquisition, rehabilitation, and construction of affordable housing.

Policy 1.6.2 The City shall support multi-jurisdictional approaches to affordable housing issues in Volusia County.

Objective 1.7 The City shall ensure, on a continual basis, that a variety of housing, including mobile homes or manufactured housing, and affordable housing is developed in the community to provide for the varied lifestyles of its existing and future residents.

Policy 1.7.1 - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

Policy 1.7.2 - The City shall pursue affordable housing techniques designed to reduce the cost burden to low- and moderate-income households thus making affordable housing already available in the marketplace more accessible.

Policy 1.7.3 - Mix use buildings incorporating residential and commercial development in the Community Redevelopment Area shall have priority over single use buildings when applying for financial assistance from the City through the Tax Increment Financing District.

Policy 1.7.4 - The City housing policy shall promote universal accessibility as a design option for housing of the elderly and various income level families.

Policy 1.7.5 - Through the development review process and the administration of regulatory controls, the City will consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements to foster varied housing opportunities by types and cost.

Policy 1.7.6 - Mobile Homes shall be allowed in the R-9 mobile home zoning districts. This district will allow for a self-contained planned community under single ownership and featuring extensive on-site recreation facilities, landscaping and innovative design.

Objective 1.8 Encourage resource efficient green building, and sustainable development practices to enhance energy efficiency of housing in Holly Hill.

Policy 1.8.1 - Encourage installation of renewable energy systems by homeowners.

Policy 1.8.2.- Encourage the incorporation of green building practices into development projects.

Policy 1.8.3 - Provide educational materials regarding energy efficiency, sustainable design, and climate change, that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts through the City's website.

Policy 1.8.4 - The City shall promote energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.

Policy 1.8.4 - Encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.

Policy 1.8.5 - Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapo-transpiration and shade.

Policy 1.8.6 - Promote building design appropriate for local climate conditions.

Policy 1.8.7 - The City shall encourage the construction of energy efficient housing by exploring innovative regulations through nationally recognized green building standards, that promote energy conserving and environmentally sensitive technologies.

Objective 1.9 The City shall ensure that equal housing opportunities are realized by all residents regardless race, color, religion, ancestry, sex, familial status, national origin, handicap, or place of birth.

Policy 1.9.1 - City shall continue to enforce its Fair Housing Ordinance continually monitoring housing practices for possible housing discrimination.

Policy 1.9.2 - The City shall ensure housing opportunities for all current and future residents, with an emphasis on the needs of the financially, socially, and/or physically disadvantaged, and those displaced due to City actions.

Policy 1.9.3 - The City may maintain a program of annual inspections of rental housing, including single-family housing, as identified through the Rental Housing Business Tax Receipt Program.

Purpose of the Utilities Element

The Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Recharge Element—often referred to collectively as the “Infrastructure Element”—plays a central role in safeguarding public health, promoting sustainability, managing growth, and protecting the environment. This document explores the specific purposes of these components and the rationale behind their inclusion in comprehensive planning.

The Sanitary Sewer Element

Sanitary sewer systems are essential for collecting, conveying, and treating wastewater generated by homes, businesses, and industries. The purpose of the Sanitary Sewer Element in the comprehensive plan includes:

- **Public Health Protection:** Proper management of sewage is crucial to prevent the spread of disease and contamination of water resources. The element ensures that infrastructure meets current and future population needs, reducing risks of untreated wastewater discharge.
- **Regulatory Compliance:** Communities must comply with federal and state regulations, such as the Clean Water Act. This element ensures planning aligns with regulatory standards and adapts to evolving legal requirements.
- **Support for Growth:** By assessing current system capacity and projecting future needs, the element informs development patterns and prevents overloading existing infrastructure. This is essential for accommodating residential, commercial, and industrial development.
- **Environmental Stewardship:** Advanced treatment and responsible disposal of wastewater safeguard surface and groundwater quality, protecting ecosystems and recreational water bodies.

The Solid Waste Element

Solid waste management addresses the collection, transport, processing, recycling, and disposal of household, commercial, and industrial waste. The Solid Waste Element’s purposes include:

- **Health and Safety:** Proper solid waste management limits public exposure to hazardous materials and reduces vectors like rodents and insects that can transmit disease.
- **Resource Conservation:** The element encourages waste reduction, recycling, and composting, conserving resources and extending landfill life.
- **Infrastructure Planning:** It ensures adequate facilities and services are in place to handle waste generated by the community, both now and as the population grows.
- **Regulatory Compliance:** Aligns community practices with local, state, and federal regulations regarding waste management and landfill operations.

- **Environmental Protection:** Reduces illegal dumping, leachate contamination, and greenhouse gas emissions from waste decomposition, contributing to broader sustainability goals.

The Drainage Element

The Drainage Element addresses natural and manmade systems that manage stormwater runoff, aiming to prevent flooding, erosion, and water quality degradation. Its purposes include:

- **Flood Risk Reduction:** Planning for adequate drainage infrastructure helps protect life and property by minimizing the impact of severe rainfall events.
- **Water Quality Protection:** Effective stormwater management limits pollutants entering rivers, lakes, and groundwater, supporting aquatic ecosystems and safe recreation.
- **Infrastructure Longevity:** Well-designed drainage systems extend the lifespan of roads, buildings, and utilities by preventing water-related damage.
- **Regulatory Adherence:** The element ensures compliance with federal stormwater management requirements, such as those under the National Pollutant Discharge Elimination System (NPDES).
- **Support for Growth and Development:** Integrating drainage planning with land use decisions supports orderly development and reduces costly retrofits.

The Potable Water Element

The Potable Water Element in the comprehensive plan serves several purposes:

- **Health and Well-being:** Ensures the community has access to water that meets or exceeds safety and quality standards, protecting public health.
- **Supply and Demand Management:** Projects future water needs based on anticipated growth and development, ensuring sufficient supply and encouraging water conservation.
- **Infrastructure Investment:** Guides maintenance, upgrades, and expansion of water systems to avoid service disruptions and accommodate new development.
- **Emergency Preparedness:** Plans for redundancy and resilience in the water supply, critical for disasters like droughts, contamination incidents, or infrastructure failure.
- **Sustainability:** Promotes water-efficient technologies and practices to ensure long-term availability of this vital resource.

The Natural Groundwater Recharge Element

Groundwater recharge occurs as water moves from the surface into aquifers that supply wells and springs. The Natural Groundwater Recharge Element protects and enhances these processes:

- **Resource Sustainability:** Ensures future water supply by maintaining healthy aquifers, vital for both drinking water and ecological systems.

- Land Use Planning: Identifies recharge areas and implements protective measures, such as limiting development or requiring low-impact design in sensitive zones.
- Pollution Prevention: Safeguards groundwater from contaminants that could enter through recharge areas, protecting public and environmental health.
- Mitigation of Drought Effects: Enhances community resilience to droughts by supporting natural replenishment of water resources.
- Integrated Water Management: Coordinates groundwater recharge with surface water management, stormwater systems, and land development.

CHAPTER 4

UTILITIES ELEMENT:

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND GROUNDWATER AQUIFER PROTECTION SUB-ELEMENTS

SANITARY SEWER SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES - SANITARY SEWER SUB-ELEMENT

GOAL 1 -. THE CITY SHALL PROVIDE FOR THE COLLECTION, TREATMENT AND DISPOSAL OF ALL WASTEWATER GENERATED IN THE CITY IN THE MOST ECONOMICAL, ENVIRONMENTALLY SOUND AND COST EFFICIENT MANNER POSSIBLE AND FACILITIES WITH SUFFICIENT CAPACITY THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL OF SERVICE STANDARDS ESTABLISHED. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS, INCLUDING WATER QUALITY BASED EFFLUENT LIMITATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEM AND PACKAGE TREATMENT SYSTEMS.

Objective 1.1 - Maintain a sanitary sewer system level of service standard adopted in the Capital Improvements Element

Policy 1.1.1 - The City will continue to implement concurrency procedures for monitoring available sanitary sewer system capacity to determine if adequate capacity remains for proposed development.

Policy 1.1.2 - No development approval shall be granted by the City for any proposed development if the demand for sewer system capacity would exceed currently available capacity.

Policy 1.1.3 - The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available for which if no building permit is applied for and received within a specified time period as provided for in the LDR that such reservation of capacity shall expire.

Objective 1.2 - The use of package sewage treatment plants, septic tanks, and other on-site wastewater treatment systems shall not be permitted except as follows:

Existing septic tanks may remain in service as long as they function in accordance with applicable standards and requirements. If any septic tank should fail to function and central sewer service is at that time reasonably available, connection to the central system shall be required.

Policy 1.2.1 - The City shall require all new developments to connect to the sewage collection system.

Policy 1.2.2 - Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system when individual lot septic tank failures are sufficient in numbers to cause health and water quality concerns.

Objective 1.3 The City shall continue maintenance and restoration of the sewage collection system to reduce the amount of inflow and infiltration.

Policy 1.3.1 - The City shall continue to allocate the amount of funds necessary in the Capital Improvement Plan to correct major inflow/infiltration problems.

Policy 1.3.2 - Proposed sanitary sewer system projects for replacement, correction of deficiencies, and provision of facilities for future needs shall be prioritized in accordance with the following guidelines:

- Level 1 - (highest priority) - whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- Level 2 - whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes in-fill development.
- Level 3 (lowest priority) - whether the project represents a logical extension of facilities and services within a designated service area.

Policy 1.3.2 - Owners, operators and managers should undertake efforts to obtain optimum operating levels and facility longevity so as to maximize the use, effectiveness and efficiency of existing facilities.

Objective 1.4 The City shall continue to operate a wastewater treatment plant reuse distribution system that provides an orderly and cost-effective method of distributing reuse irrigation water to the reuse target areas and for residential irrigation.

Policy 1.4.1 - The quality of the reuse water shall meet or exceed the standards established by the Florida Department of Environmental Protection (*FDEP*) before leaving the wastewater treatment plant or entering storage.

Policy 1.4.2 – Monitoring equipment and appropriately trained personnel shall be provided at the wastewater plant to ensure the continuous quality of the effluent.

Policy 1.4.3 –The City’s Public Works Department shall each year, as the effluent reuse system expands, publicly educate its customers on the benefits of participating in the re-use system

Policy 1.4.4 – New residential developments, in the vicinity of reclaimed water transmission mains, shall install “dry lines” for reclaimed water service. Subdivisions with greater than 100 homes shall provide on-site storage and pumping for peak flow attenuation. Developers have the option of contributing to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.

Policy 1.4.5 – The City shall implement water conservation and reuse practices as well as demand reduction strategies that are conditions of the City’s current Consumptive Use Permit (CUP).

Policy 1.4.6 – The City will implement the economically viable alternative water supply projects scheduled for completion as identified by the Water Supply Plan.

Policy 1.4.7 – The City shall update its sewer permits and Utility Rate Sufficiency Plan at a minimum of every five years to determine capital needs to maintain the established level of service.

Objective 1.5 - The City shall ensure that sanitary sewer and effluent reuse facilities are available to meet Level-of-Service Standards.

Policy 1.5.1 - The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain LOS standards.

Policy 1.5.2 - Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City Department responsible for the project.

Policy 1.5.3 - No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

Policy 1.5.4 - The City will maintain a five-year schedule of capital improvement needs for sanitary sewer and effluent reuse facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.

POTABLE WATER SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES – POTABLE WATER SUB-ELEMENT

GOAL 1 – THE CITY SHALL SUPPLY FACILITIES WITH SUFFICIENT CAPACITY FOR RAW WATER SUPPLY, TREATMENT AND TRANSMISSION OF POTABLE WATER TO MEET CONSUMPTION DEMANDS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL OF SERVICE STANDARDS ESTABLISHED FOR THE POTABLE WATER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR POTABLE WATER QUALITY. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL WELL AND POTABLE WATER PACKAGE TREATMENT SYSTEMS.

Objective 1.1 - Maintain a potable water system level of service standard adopted in the Capital Improvements Element

Policy 1.1.1 –The City shall not issue development approvals for any development if the demand generated by resulting development will exceed the capacity of existing potable water facilities.

Policy 1.1.2 -, The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available under the City's District issued C.U.P. for which if no building permit is applied for and received within a specified time period as provided for in the LDR that such reservation of capacity shall expire

Policy 1.1.3 - The availability of adequate water supply under the City's District issued C.U.P. shall be verified by the City prior to development permits being issued

Policy 1.1.4 – The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.

Policy 1.1.5 – Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

Policy 1.1.6 – The City shall encourage the implementation of a combined effluent reuse system with adjacent utility providers, including Ormond Beach, Daytona Beach and Volusia County.

Policy 1.1.7 – The City shall update its water permits and rate structure every five years to determine capital needs to maintain the established level of service.

Policy 1.1.8 - Existing development with private water supplies not having adequate flow, pressure or poor water quality for firefighting will be required to connect to the City water system upon notice of availability. Impact fees and meter installation charges will be borne by the property owner.

Policy 1.1.9 Property owners shall be responsible for full capital costs incurred by the City providing water mains and fire hydrants to areas where developments, due to poor water quality or well failure, have inadequate flow or pressure

Objective 1.2 - The City shall ensure that potable water facilities are available to meet Level-of-Service standards.

Policy 1.2.1 - The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain LOS standards.

Policy 1.2.2 - Projected demands through the year 2035 shall be met by undertaking those projects as identified in the Capital Improvements Element.

Policy 1.2.3 - Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City Department responsible for the project.

Policy 1.2.4 - No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

Policy 1.2.5 - The City will maintain a five-year schedule of capital improvement needs for potable water facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.

Policy 1.2.6 - All wellfields shall be developed and protected in accordance with the provisions for Public Water Supply Wellfield Protection in the Land Development Regulations.

Policy 1.2.7 - The City shall continue to implement and develop wellfield expansion programs in accordance with guidelines established in the Utility Master Plan.

SOLID WASTE SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES – SOLID WASTE SUB-ELEMENT

GOAL 1 - PROVIDE FOR THE COLLECTION AND DISPOSAL OF ALL HOUSEHOLD, COMMERCIAL, INDUSTRIAL, CONSTRUCTION AND OTHER SOLID WASTES GENERATED WITHIN THE CITY IN A MANNER THAT IS COST EFFICIENT, SANITARY, ENVIRONMENTALLY SOUND, AND CONVENIENT.

Objective 1.1 – In cooperation with the Volusia County Department of Environmental Management and the Florida Department of Environmental Protection, continue procedures, policies and guidelines for monitoring and regulating the handling of hazardous wastes in the City.

Policy 1.1.1 - The City shall monitor activities in the City that are known to use hazardous materials in order to insure compliance with applicable handling and disposal rules and guidelines.

Objective 1.2 – The City shall continue to maintain and enforce the comprehensive solid waste reduction program which addresses in particular:

- a practical means to work with the County's waste programs to achieve the Statewide weight-based recycling goal of 75%.
- specific methods for separation of white goods, yard trash, construction/demolition debris, and tires from the solid waste stream for disposal at alternate sites or for recycling.
- a strategy for educating the public to avoid products which: are not recyclable; cannot be converted; or cannot be used as a resource or derived fuel.

Policy 1.2.1 - The City shall continue to coordinate and cooperate with Volusia County in the waste reduction/recycling program that best serves the interests of the citizens of Holly Hill where economically feasible

Objective 1.3 The City shall continue to maintain and enforce the concurrency management system that will ensure needed solid waste facility capacity will be available to serve development.

Policy 1.3.1 - Maintain a level of service standard of 6.0 pounds per capita per day for the City's solid waste collection and transport service.

Policy 1.3.2 - In order to maintain consistency with Volusia County, the level of service standard for solid waste disposal capacity at 8.6 pounds per capita per day.

Policy 1.3.3 - The City's concurrency management system shall provide procedures and methodologies to ensure that the measurement of available capacity at the County's disposal facilities or alternate materials recycling facilities are ~~is~~ accurate and consistent with the County's measurement of available capacity.

STORMWATER DRAINAGE SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES –DRAINAGE SUB-ELEMENT

GOAL 1 – THE CITY SHALL CONTINUE TO IMPLEMENT A DRAINAGE AND STORMWATER MANAGEMENT POLICY THAT INCORPORATES THE NEED FOR AN EFFECTIVE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM TO PREVENT RISK TO THE HEALTH AND SAFETY OF THE RESIDENTS AND DESTRUCTION OF PROPERTY FROM STORMWATER FLOODING AND TO PREVENT DEGRADATION OF SURFACE WATER AND GROUNDWATER QUALITY.

Objective 1.1 - Adequate stormwater management facility capacity shall be provided for all future developments through the capital improvements planning process.

Policy 1.1.1 - The following level of service standards shall be maintained as the basis for determining the availability of adequate facility capacity to serve any proposed development or redevelopment:

- For any new development, the 25-year frequency, 24-hour duration storm event shall not allow the post condition hydrograph to exceed the pre-condition hydrograph; and
- the first one-inch of rainfall on the site for each storm event shall be retained on site; and
- the peak discharge from the developed or redeveloped site resulting from a one-hundred-year frequency, 24-hour duration storm shall not exceed the peak discharge resulting from pre-existing conditions on the site.
- prior to discharge into natural or artificial surface waters, drainage from a site shall be "treated" to reduce the amount of pollutants to a level compatible with the current requirements of the St. John River Water Management District (SJRWMD).

Policy 1.1.2 Maintain and review the adopted procedures and guidelines to ensure that these levels of service standards shall be applied consistently and equitably. The Capital Improvements Plan shall be utilized as the principal mechanism in scheduling improvements identified in the Stormwater Master Plan while the Stormwater Utility Fee shall be chief funding source for stormwater implementation.

Policy 1.1.3 - Construction of new drainage facilities and correction or replacement of existing facilities shall be prioritized on the basis of the following guidelines:

- Level 1 - (highest priority) - whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- Level 2 - whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes in-fill development.
- Level 3 (lowest priority) - whether the project represents a logical extension of facilities and services within a designated service area.

Objective 1.2 Development activities shall be conducted to ensure the public safety and, at the same time, protect and enhance the surface water quality of the surface waters, the functioning values of wetlands, and other natural design features, and the aquifers recharge.

Policy 1.2.1 - New stormwater management systems shall be built consistent with best available technologies in the field of stormwater design and treatment.

Policy 1.2.2 - The City shall continue to perform field inspections of non-residential and residential development to ensure the stormwater system designs are built and function according to approved stormwater management plans.

Policy 1.2.3 - The utilization of Best Management Practices (BMPS') shall be required during road construction, urban development, and agricultural activities to protect natural water bodies and wetlands from pollutants and siltation.

Policy 1.2.4 - Sufficient water shall be retained on-site to support natural groundwater and surface water levels throughout the year, to allow aquifer recharge and avoid over draining natural watersheds

Policy 1.2.5 - Drainage and stormwater management systems shall use natural systems to the greatest extent possible, and land development modifications shall resemble natural features to the greatest extent practicable.

Policy 1.2.6 - The following criteria shall apply when considering applications for development activities that utilize wetlands as part of the stormwater management system

- a. Stormwater outfalls from a development may be directed to the wetland only when free of debris and free of chemical pollutants and silt that will adversely impact wetlands, and only at rates that do not disturb vegetation or increase turbidity. Sheet flow and other overland drainage of runoff shall be controlled.
- b. The proposed action shall not cause stormwater runoff on the wetland to take place at a rate that would exceed the natural rate.
- c. The allowed total increased runoff, in combination with the total fill allowed, shall not cause total natural flood-storage capacity of the wetland to fall below, or fall below further, the projected volume of runoff on the whole developed wetland watershed generated by a 100-year frequency, 24-hour duration rainfall event.

Policy 1.2.7 - Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and Building Permits.

Policy 1.2.8 - Open spaces shall be designed for multiple purposes and arranged to connect isolated wetlands so as to provide wildlife corridors and stormwater management conveyance.

Policy 1.2.9 - Existing natural drainage systems shall be incorporated into the development's stormwater management system consistent with the performance standards for protection of wetlands.

Policy 1.2.10 - Stormwater management systems shall be designed to ensure that post-development runoff does not exceed pre-development levels, in terms of the volume, rate, timing and pollutant load of runoff.

Policy 1.2.11 - Stormwater runoff shall be detained for a sufficient amount of time, as needed, to provide for the settling and filtration of pollutants to the maximum extent possible before discharging into a surface waterbody or recharging into the groundwater as required by State regulations.

Policy 1.2.12 - Discharge from drainage or mosquito control ditches directly to surface water bodies or open water streams shall be discouraged and minimized. Discharge into existing compatible wetlands or constructed retention basins that have been seeded and/or vegetated with wetland plant species shall be encouraged.

Policy 1.2.13 - Drainage or mosquito control ditches shall be constructed as ditches to meet requirements, with gently sloping sides not to exceed a 4:1 slope. The City will encourage the minimization of ditch construction, use of alternate methods of insect control, or restoration of areas currently drained by historical ditches.

Policy 1.2.14 - If an outfall from a dredged or excavated area is necessary to remove excess stormwater, then the outfall shall either be routed through a compatible wetland or a shallow retention basin constructed and seeded or vegetated with wetland plant species to act as a filter for runoff.

Policy 1.2.15 - Roads shall be placed to minimize the need for cut and fill, and all cut and fill banks shall be stabilized with minimum maintenance materials to prevent continuing erosion problems.

Policy 1.2.16 - Retention and detention facilities shall be constructed consistent with design and performance criteria which include: restricting public access; sloping and stabilization of banks; oil or grease contamination; use of wetlands for stormwater management and treatment shall be compatible with the ecological characteristics of such wetlands and shall not degrade the wetland by disrupting the normal range of water level fluctuations necessary for sustaining the natural hydro period of the wetland; and provisions, where appropriate, to utilize stormwater management systems for reclaimed water storage and/or augmentation.

Policy 1.2.17 - No development will be allowed that poses a threat of releasing harmful quantities of pollutants to surface waters during flooding.

Policy 1.2.18 - The LOS standards in accordance with the Capital Improvements Element, shall apply in the review of development activity

Policy 1.2.19 - Prior to construction, the City must receive and approve the applicant's proposal of the entity to be responsible for operation and maintenance of the permitted stormwater management system with the designation of the proposed entity. The City shall receive and approve a document enumerating enforceable affirmative obligations of the entity such as a homeowner's association, to properly operate and maintain the stormwater management system for its expected life. The documents may consist of a showing of compliance with the City's acceptance of portions of the system for maintenance; articles of incorporation for condominium or homeowner's association; or plat or deed restrictions apportioning maintenance responsibility.

Policy 1.2.20 - All detention system surface areas shall consist of a littoral zone that is available for biological assimilation of pollutants. The extent of littoral zone requirements will be based on the ratio of vegetated littoral zone to the surface area of the pond at the controlled elevation. The width shall ensure adequate filtration of surface water runoff, provide for control of erosion and sedimentation, and offer wildlife habitat areas.

Policy 1.2.21 - Dry retention areas shall have at least one foot of freeboard above the 25-year designated high water table.

Objective 1.3 - The City shall continue to review and revise accordingly its land use and development regulations to provide the specific and detailed provisions necessary to protect the functions of natural drainage features.

Policy 1.3.1 - Development shall be prohibited where it is determined that such development will reduce natural flood storage capacity, increase the extent or severity of flooding, contribute to water quality degradation, or cause other adverse drainage conditions

Policy 1.3.2 – Include provisions where applicable, to utilize stormwater management systems for reclaimed water storage and/or augmentation.

Objective 1.4 The City shall continue to administer, in a cost-effective and environmentally safe manner, drainage and stormwater management facilities and services consistent with the Land Development Regulations (LDR) as supported by the stormwater utility fee, user fees and impact fees. Existing deficiencies shall be corrected and the extension or increase in the capacity of the City drainage and stormwater management system shall be coordinated to meet existing and future needs as determined by the Stormwater Master Plan, to maximize the use of existing facilities, and to discourage urban sprawl.

Policy 1.4.2 – Priority for capital improvements shall be given to the correction of existing deficiencies as determined by the adopted Stormwater Master Plan.

Policy 1.4.2 – The City shall coordinate the extension of, or increase in, the capacity of drainage and stormwater management facilities with the needs of the public by ensuring that no development is approved unless the facilities are in place or scheduled to be in place concurrent with development and consistent with the adopted level-of-service standards.

NATURAL GROUNDWATER AQUIFER RECHARGE SUB-ELEMENT

GOALS, OBJECTIVES AND POLICIES – GROUNDWATER RECHARGE SUB-ELEMENT

GOAL 1 – TO PROTECT THE FUNCTIONS OF DESIGNATED NATURAL GROUNDWATER AQUIFER RECHARGE AREAS AS PROVIDED BY THE LAND DEVELOPMENT REGULATIONS.

Objective 1.1 - Maintain the natural characteristics and function of the Floridan and surficial (shallow groundwater) aquifers, including its potentiometric surface level and quality.

Policy 1.1.1 - The City shall regulate land use and development to protect functions of the designated recharge areas. Water supply, production facilities and C.U.P. capacity shall be available for new site plan and/or subdivision developments, prior to issuance of development orders.

Policy 1.1.2 - Prime groundwater recharge areas (defined pursuant to 373.095(3) and 373.0937, F.S.) and other recharge areas which have been identified by the ECFRPC or subsequently by the City as necessary to maintain the quality and quantity of water in aquifers from which potable water supplies are drawn, shall be protected. Activities within recharge areas shall not reduce the volume of recharge (i.e., increase the total volume of post-development runoff), or reduce the quality of groundwater below State standards (Chapter 62, F.A.C., where applicable).

Policy 1.1.3 - No commercial or industrial mining shall be allowed in prime groundwater recharge areas identified by the SJRWMD pursuant to 373.095(3), F.S. or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.

Policy 1.1.4 – Land use planning and land development approvals shall reflect the limitations of available water supplies. The City shall continue to use its concurrency management system to limit development potential in accordance with available “raw water” production, treatment, distribution and permitted withdrawal capacity.

Objective 1.2 - The City shall coordinate with Federal, State, regional, and other local agencies to develop intergovernmental responses to groundwater.

Policy 1.2.1 - The City shall work with Volusia County to develop regulations on agricultural activities in recharge areas.

Policy 1.2.2 - The City shall participate in the development of groundwater basin management plans through intergovernmental coordination.

Policy 1.2.3 - The City will continue to review and comment in a timely manner on consumptive use permits issued by the SJRWMD.

Policy 1.2.4 - The City shall continue to collaborate with the St. Johns River Water Management District, US Geological Survey, and US Soil Conservation Service both in studying the surficial and Floridan aquifers and in determining the most appropriate actions to take in order to protect the resources.

Objective 1.3 - The City shall continue to review water conservation measures that encourage water conservation. The City shall follow all water conservation plans approved by the SJRWMD as part of the City’s C.U.P.

Policy 1.3.1 - The Public Works and Utilities Department shall monitor per capita finished water consumption rates and shall develop an action plan to reduce per capita consumption if it exceeds by 25% the average gross per capita consumption of 100 gallons per day.

Policy 1.3.2 – The City shall continue to utilize a variety of potable water conservation strategies and techniques in the design of ordinances and review of development which have been incorporated into the Land Development Regulations (LDR).

Policy 1.3.3 – The City shall cooperate with the SJRWMD in the enforcement of the provisions of WMD emergency water shortage plans.

Policy 1.3.4 – Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include but are not limited to:

- a. Development of programs and ordinances to require installation of water conserving plumbing fixtures in new or renovated building construction which are, at a minimum, consistent with the requirements of the State Water Conservation Act (553.14, F.S.).
- b. The City shall continue to implement and expand its program to provide effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.
- c. The City shall require new developments to install “dry lines” for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.

Policy 1.3.5 – Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs should be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.

Policy 1.3.6 – The City shall study the feasibility of using desalinization treatment to meet water use demands. Desalinization treatment should be employed where it can be shown to be economically feasible and environmentally sound.

Policy 1.3.7 – The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of Occupancy or its functional equivalent.

Purpose of the Coastal Management and Conservation Element

The Coastal Management and Conservation Element within a Comprehensive Plan is a visionary, policy-driven tool designed to guide the sustainable use and protection of these critical areas. Its purpose extends far beyond the physical boundaries of the shoreline—it is a blueprint for balancing human needs with the imperative to conserve fragile ecosystems, preserve cultural heritage, and ensure resilience in the face of climate change.

Introduction

Coastal management and conservation are fundamental components of modern land use planning. The coastal zone is a place of continuous change, shaped by natural forces and human activities alike. Over time, these pressures can degrade habitats, erode shorelines, threaten property, and diminish public access. Recognizing these challenges, governments at the local, state, and national levels have established comprehensive plans that include specific elements dedicated to coastal management and conservation.

This element serves as a strategic framework within the broader planning document, outlining policies, objectives, and actions to address the unique issues facing coastal zones. It synthesizes scientific understanding, public input, and regulatory requirements into a coherent vision for stewardship and sustainable development.

Core Purposes of the Coastal Management and Conservation Element

- Protecting Natural Resources
- Reducing Environmental Hazards
- Ensuring Sustainable Development
- Promoting Public Access and Recreation
- Fostering Community Resilience
- Preserving Cultural and Historical Resources
- Facilitating Stakeholder Collaboration

The Coastal Management and Conservation Element is not a static document; it is a living framework that evolves with scientific advances, community values, and environmental realities. Its ultimate purpose is to ensure that future generations inherit a coast that is healthy, vibrant, and resilient—a place where people and nature coexist in harmony.

CHAPTER 5

COASTAL MANAGEMENT/CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES - COASTAL MANAGEMENT/CONSERVATION ELEMENT

GOAL 1 - CONSERVE, PROTECT, AND RESTORE COASTAL NATURAL RESOURCES IN ORDER TO MAINTAIN AND ENHANCE NATIVE HABITATS, WILDLIFE DIVERSITY, AND SURFACE AND GROUNDWATER QUALITY.

Objective 1.1 - No land use or development that will degrade the quality of surface waters in and around the City of Holly Hill shall be permitted by the City.

Policy 1.1.1 - The City shall require all new development to comply with its Stormwater Management Plan and Conservation Ordinance which provides that drainage from a site shall be "treated" to reduce the amount of pollutants to a level compatible with the Florida Water Quality standards in **the** Florida Administrative Code, before discharge into any surface water body.

Policy 1.1.2 - The City shall require the preservation of natural upland vegetative buffers adjacent to wetland areas and surface water bodies.

Policy 1.1.3 - Existing and new marinas shall not degrade water quality in the Halifax River. The following criteria shall apply in the implementation of this policy:

- 1) When new facilities are developed, non-water-dependent structures (such as bait and tackle shops and restaurants) shall be placed on suitable uplands.
- 2) New or expanded facilities shall utilize dry storage to the fullest extent possible.
- 3) Marinas containing live-aboard shall be inspected to ensure proper operation of marine sanitation devices.
- 4) Prior to operation of any new marina fueling facility, a fuel management/spill contingency plan will be developed. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a spill.
- 5) Sewer pump-out service shall be made available and accessible to all new boat slips constructed. Operation of all pump-out equipment shall be limited to trained personnel.

Objective 1.2 - The City shall continue to review and revise its land use and development regulations with consideration of the need to preserve natural vegetation.

Policy 1.2.1 - The City's land use and development regulations shall be revised to require landscaped buffers between incompatible land uses. Preservation of natural vegetation shall be preferred over replanting. Trees shall be protected from needless destruction and removal.

Objective 1.3 - Maintain the existing characteristics of the groundwater aquifer, particularly with regard to the quantity and quality of water now found there.

Policy 1.3.1 - The City shall continue to require new development to retain the "first inch" of rainfall on-site for eventual percolation into the groundwater aquifer.

Policy 1.3.2 - The City shall promote preservation and replanting of natural vegetation (xeriscaping) in all development projects in an effort to curb the use of non-native, poorly adapted vegetation which requires excessive irrigation.

Policy 1.3.3 - The City shall discourage the use of on-site sewage disposal systems, which have the potential, if over concentrated or not properly maintained, to pollute the groundwater aquifer.

Policy 1.3.4 - Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever feasible, to reduce groundwater withdrawals for water use applications which do not require potable water.

Policy 1.3.5 – The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include ‘dry line’ requirements for new developments

Objective 1.4 – Promote a joint effort with Volusia County and the coastal municipalities, to adopt a Natural Resource Management Plan that will include a cooperative, coordinated procedure and administrative structure to ensure the long-term protection and enhancement of the natural upland and wetland habitats and associated wildlife of the coastal area.

Policy 1.4.1 - The City recognizes that the natural coastal resources of one jurisdiction are often affected by activities occurring in adjacent jurisdictions, and that a coordinated, area-wide effort is necessary to adequately manage such resources. For this reason, the City shall cooperate to the greatest degree possible to achieve the area-wide goal to preserve and enhance the special coastal resources of the Volusia coastal area.

Policy 1.4.2 - Cooperate and coordinate with Volusia County, other coastal cities, state and regional agencies, and other interested parties in developing consistent standards, criteria and land development regulations for the preservation and enhancement of coastal resources.

Policy 1.4.3 - All proposed development activities known to adversely impact any threatened or endangered species or species of special concern shall be required to either appropriately mitigate such adverse impact or shall not be approved.

Policy 1.4.4 - Cooperate and coordinate with Volusia County, other coastal cities, state and regional agencies, and other interested parties in developing consistent standards, criteria and programs for the management and disposal of hazardous wastes, including identification and clean-up of hazardous waste dump sites and spills.

Objective 1.5 - Cooperate with Volusia County, other coastal cities and state and regional agencies, establish a comprehensive and continuing, estuarine water quality sampling and monitoring program to provide a reliable benchmark and trend data upon which to measure changes in water quality.

Policy 1.5.1 - The City shall use the information generated by this monitoring program to evaluate the success of water quality protection efforts and to determine where corrective action is needed.

Objective 1.6 - Maintain or increase the current acreage of wetland vegetation located within the City.

Policy 1.6.1 - The City shall monitor development activity in and adjacent to wetland areas to ensure that existing local, state and federal wetland preservation requirements are strictly enforced.

Policy 1.6.2 - The City may allow removal or destruction of existing wetland vegetation only when it is necessary to promote a greater public interest and when no reasonable alternatives are available. Such lost wetland areas will be replaced by high quality created wetlands in the same vicinity at a ratio of 2 acres of created wetlands to 1 acre of lost wetlands.

Policy 1.6.3 - The City shall encourage the implementation of a combined effluent reuse system with adjacent utility providers, including Ormond Beach, Daytona Beach and Volusia County.

Policy 1.6.4 – Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

Policy 1.6.5 – The City will promote water conservation measures for existing and new development. These measures include water efficient landscaping practices, water main replacements to reduce leakage, require that irrigation systems owned by the City be equipped with rain sensors and/or soil moisture sensing devices, continue the use of individual meters, maintain a block rate structure, encourage customer compliance with SJRWMD’s lawn and irrigation rules, participate in education programs, prohibit the use of water to freeze project pipes, co-sponsor a water conservation garden, and prohibit wasteful use of water.

Objective 1.7 - The City shall continue to review and revise its land use and development regulations to include, as may be necessary, specific provisions ensuring that development and redevelopment will not adversely impact living marine resources.

Policy 1.7.1 - Stormwater runoff (both before and after development) shall be treated to remove sediments and other pollutants prior to discharge into natural surface water bodies.

Policy 1.7.2 - Provisions shall be made to balance the discharge of stormwater into the Halifax River to maintain appropriate salinity levels for the maintenance and enhancement of living marine resources.

Policy 1.7.3 - Activities within the Halifax River that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public benefit can be shown and adequate mitigation and monitoring measures are included. The criteria applicable in the implementation of this policy shall include, but are not limited to, the following:

- 1) Grass beds and other submerged habitat deemed valuable by the Florida Department of Environmental Protection (FDEP) would be subject to protection regardless of their size.
- 2) Proposed activities in an estuarine basin whose public interest benefits could be considered to justify alterations or adverse impacts shall, at a minimum, meet one or more of the following criteria:
 - a. The activity is necessary to prevent or eliminate a public hazard; and

- b. The activity would provide direct public benefits that would exceed those lost to the public.
- 3) Unavoidable impacts to grass beds and other valuable submerged habitat may be mitigated through any means, which will result in no net loss of grass beds or other estuarine habitat. The method utilized (transplant, creation, etc.) will be determined in conjunction with the U.S. Fish and Wildlife Service (USFWS), and FDEP. The ratio for mitigation shall be no less than 2:1.
- 4) Mitigation shall take place within the limits of an area stipulated by FDEP.
- 5) If seagrass mitigation is determined by FDEP and USFWS not to be feasible other types of wetland vegetation may be substituted if deemed appropriate by FDEP and USFWS.

Objective 1.8 - The City shall apply within its limits all applicable rules and regulations of the Manatee Protection Plan.

Policy 1.8.1 - Development and redevelopment activities that may have an adverse impact on the West Indian manatee shall be prohibited.

Policy 1.8.2 - Marina operators shall be required to undertake the following manatee protection measures in areas manatees are known to visit:

- 1) Implement and maintain a manatee public awareness program (in conjunction with FDEP) which will include the posting of signs to advise boat users that manatees are an endangered species, which frequent the waters of the area and the provision of manatee literature at conspicuous locations;
- 2) Declare the waters in and around marinas as "idle speed" zones;
- 3) Install floating display flags at entrance channels to warn boaters when manatees are known to be in the area; and
- 4) Post telephone numbers to report injured manatees.

Objective 1.9 - Maintain air quality in the City of Holly Hill within the standards established by the Florida Department of Environmental Protection (FDEP) and the U.S. Environmental Protection Agency.

Policy 1.9.1 - Require businesses demonstrate that all necessary air quality permits have been approved, and all appropriate air pollution control devices have been installed, prior to occupancy.

Policy 1.9.2 - Whenever feasible, new development and redevelopment, including municipal road improvement projects as well as private development, shall be designed so as to encourage walking, bicycling and use of mass transit as alternatives to the use of private automobiles. In implementing this policy, the City shall review all development proposals with consideration of the need to provide, whenever appropriate, sidewalks, bicycle lanes, secure bicycle storage facilities, and bus turn-out bays and passenger shelters at bus stops.

Objective 1.10 - The City shall adopt Volusia County's regulations which protects water recharge areas and potable water wells located within the City's jurisdiction from contamination by threatening activities.

Policy 1.10.1 - Activities that are associated with any toxic and/or hazardous materials shall be prohibited within the cones of influence of potable water wells. Such cones of influence shall be determined on the basis of the best available scientific data and methods of analysis.

Objective 1.11 - The City shall protect, enhance, and improve the ambient surface water quality of the Halifax River.

Policy 1.11.1 - The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce Deleon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring program that identifies baseline conditions and standards as parameters to measure changes in water quality.

Policy 1.11.2 - The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges. This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.

Policy 1.11.3 - On-site waste treatment system facilities and drain-fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetlands as possible.

Policy 1.11.4 - The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

Policy 1.11.5 - The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.

Policy 1.11.6 - The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.

Policy 1.11.7 - The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities.

Policy 1.11.8 - In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. "Close proximity" shall be defined with regard to the proposed activity and the degree to which the adjacent water body is to be protected.

Objective 1.12 - The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

Policy 1.12.1 - The City shall continue to promote and encourage xeriscape design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing xeriscape.

Policy 1.12.1 - The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Development Review Committee (DRC) be comprised of drought resistant native vegetation in harmony with site specific conditions.

Policy 1.12.1 - Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.

Policy 1.12.1 - All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.

Policy 1.12.1 - Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.

Policy 1.12.1 - Exotic plant species, as listed as exempt species in the Land Development Regulations (LDR), shall be removed from development sites during the time of construction.

Objective 1.13 - Wetland areas within the City shall be preserved in accordance with the Land Development Regulations (LDR), which incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; and establishes standards for mitigation.

Policy 1.13.1 - It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; and to provide for the protection of wetlands under the City's land development regulations to be implemented consistent with Section 163.3202, F.S.

Policy 1.13.2 - Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities

Policy 1.13.3 - All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.

Policy 1.13.4 - The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Regulations (LDR).

Policy 1.13.5 - The City shall maintain Land Development Regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.

Policy 1.13.6 - All new development shall submit to the City a description of all watercourses, water bodies and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Protection, Army Corps of Engineers, and the St. Johns River Water Management District shall be included.

Policy 1.13.7 - No development shall be approved unless it satisfies the provisions of the City's Land Development Regulations and the SJRWMD rules for Management and Storage of Surface Waters (MSSW), Chapter 40C-4, F.A.C.

Policy 1.13.8 - The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat, improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.

Policy 1.13.9 - The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.

Policy 1.13.10 - The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.

Policy 1.13.11 - Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge into receiving water bodies.

Policy 1.13.12 - On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.

Policy 1.13.13 - No wells shall be allowed to be constructed in wetlands.

Policy 1.13.14 - The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.

Policy 1.13.15 - Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.

Policy 1.13.16 - The City shall prohibit direct discharge of stormwater into wetland areas.

Policy 1.13.17 - The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information

furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.

Policy 1.13.18 - Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.

Policy 1.13.19 - Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.

Policy 1.13.20 - Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.

Policy 1.13.21 - The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:

- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
- b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
- c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
- e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.

Policy 1.13.22 - Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:

- a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable;
- b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored;
- c. Periodic monitoring to remove exotic or nuisance vegetation;
- d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and
- e. An upland habitat as an adjacent buffer on mitigated sites.

Policy 1.13.23 - An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.

Policy 1.13.24 - Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.

Policy 1.13.25 - A mitigation plan approved by a Federal, State or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.

Policy 1.13.26 - An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.

Policy 1.13.27 - The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.

Objective 1.14 - Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

Policy 1.14.1 - Encourage the production and use of energy generated from renewable resources.

Policy 1.14.2 - The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

Policy 1.14.3 - Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

Policy 1.14.4 - Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

Policy 1.14.5 - Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 2 - PRESERVE AND EXPAND OPPORTUNITIES FOR THE GENERAL PUBLIC TO USE AND ENJOY THE HALIFAX RIVER AND OTHER NATURAL RESOURCE AREAS WITH SIGNIFICANT RECREATIONAL POTENTIAL.

Objective 2.1 - Maintain existing acreages and facilities, which provide for public access to coastal recreational resources.

Policy 2.1.1 - The City shall maintain and develop public access to coastal recreational resources in accordance with the Open Space and Recreation Element of the Comprehensive Plan.

Policy 2.1.2 - Existing dedicated public rights-of-way, which provide access to the river, or any other significant coastal resource shall not be vacated by the City, and shall be improved to permit convenient public access.

Objective 2.2 - Reserve not less than 5 percent of the total river frontage within the City for water-dependent uses; not less than 40 percent for water-enhanced uses; and no more than 5 percent for uses that do not benefit from a waterfront location.

Policy 2.2.1 - The City shall review its zoning regulations and revise them as necessary to ensure that Objective 2.2 will be met.

Policy 2.2.2 - The City shall review its zoning regulations and revise them as may be necessary to prohibit uses on waterfront properties that will have a significant adverse impact on coastal resources.

Policy 2.2.3 - The City shall discourage the use of waterfront properties by uses that are not dependent on or enhanced by a waterfront location.

Policy 2.2.4 - New marinas shall be permitted only in accordance with the East Central Florida Regional Planning Council's (ECFRPC) Marina Siting Criteria.

GOAL 3 - REDUCE THE EXPOSURE OF LIFE AND PROPERTY TO THE HAZARDS OF EROSION, FLOODING, SEA LEVEL RISE, AND STORM SURGE, BY ELIMINATING INAPPROPRIATE AND UNSAFE DEVELOPMENT, AND MITIGATING FLOOD RISK TO EXISTING AND FUTURE DEVELOPMENT IN THE COASTAL AREAS THAT ARE OF HIGH RISK OF FLOODING DUE TO STORM SURGE, HIGH TIDE EVENTS, FLASH FLOOD, STORMWATER RUNOFF AND SEA LEVEL RISE AS OPPORTUNITIES ARISE.

Objective 3.1: The City shall maintain, review and update the post-disaster redevelopment plan.

Policy 3.1.1 - Uses and structures permitted in the coastal high-hazard area will as much as is feasible, include only those able to withstand a Category 3-5 storm without serious damage.

Policy 3.1.2 - The City shall not expend public funds for infrastructure improvements that will subsidize or otherwise encourage new development or redevelopment in the coastal high-hazard area, except as may be necessary to preserve human life or health or enhance public access to coastal recreation.

Objective 3.2: Provide for the conservation and protection of wildlife, fisheries, and their habitats:

Policy 3.2.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.

Policy 3.2.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.

Policy 3.2.3 The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.

Objective 3.3 - The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.

Policy 3.3.1 - On a continuing basis, the City shall coordinate the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Halifax River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

Policy 3.3.2 - In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.

Policy 3.3.3 - In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.

Objective 3.4 - Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction, put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.

Policy 3.4.1 - The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.

Policy 3.4.2 - The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.

Policy 3.4.3 - The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may, at flood state, pose a threat to life and property in excess of that anticipated by the 100-year storm in the floodway fringe areas.

Policy 3.4.4 - Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.

Policy 3.4.5 - Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.

Policy 3.4.6 - The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheet-flow or pose a threat to the public health, safety, and welfare.

Policy 3.4.7 - Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention

requirements, provided that the design of development is consistent with City codes and standards.

Objective 3.5 - All development shall continue to be reviewed in accordance with the floodplain management criteria of the City's Flood Hazard Area section of the Land Development Regulations as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.

Policy 3.5.1 - The City shall constantly enforce the flood hazard provisions of the Land Development Regulations (LDR) which shall contain, at a minimum, provisions for:

- a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- d. Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

Policy 3.5.2 - The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

Policy 3.5.3 - The City shall continue to participate in the National Flood Insurance Program.

Policy 3.5.4 - All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment's capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.

Policy 3.5.5 - Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.

Policy 3.5.6 - The City shall perpetually enforce the flood hazard provisions of the Land Development Regulations (LDR) and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.

Policy 3.5.7 - All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.

Policy 3.5.8 - The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.

Policy 3.5.9 - The City shall require redevelopment be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60, as amended.

Policy 3.5.10 - The City shall require that any construction activities seaward of the coastal construction control lines established pursuant to F S 161 053 be consistent with Chapter 161, as amended.

Policy 3.5.11 - The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

Objective 3.6 - The Coastal storm area shall include the following areas:

- The Coastal High Hazard Area (CHHA) and
- Areas of the City projected to be inundated by sea-level rise as early as 2040 through 2100 based on maps developed by the East Central Florida Regional Planning Commission.

Objective 3.7 - The City shall continue to include development and redevelopment principles, strategies, and engineering solutions, that reduce the flood risk in coastal areas which result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 3.7.1 - Implement as opportunities arise, the recommendations of East Central Florida Regional Resiliency Action Plan – as adopted by the Volusia council in July 2019.

Policy 3.7.2 - Implement as opportunities arise, the approaches outlined in Resilient Volusia County 2017 of Accommodation, Protection, and Retreat, when considering options in addressing vulnerabilities and risk in planning for sea level rise. Incorporate strategies shown in Table 14 of the USACE Technical Letter 1100-21-1 into the City's flood management plan.

Policy 3.7.3 - The City will coordinate with FDOT or the River to Sea Transportation Planning Organization, in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal of providing an agile, resilient and quality transportation infrastructure system.

Policy 3.7.4 - The City shall review its Land Development Regulations and update as necessary to include elevated grade surfaces, elevated structures, floodable development, increased buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 3.7.5 - The City will coordinate with Volusia County or The East Central Florida Regional Planning Commission, to review the need to designate Adaptation Action Areas (AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 3.7.6 - The City will coordinate and participate with Volusia County on updates to climate related policies and maps, which will be updated at a minimum every 5 years based on best available data.

Policy 3.7.7 - The City will implement as needed, and continue to implement, adaptation strategies such as:

- Continue to move forward with plans to repair/replace existing stormwater piping and building new stormwater infrastructure.
- The City will implement a backflow prevention system along the Intracoastal area on Riverside Drive where an analysis indicates regular flooding of the road along the Intracoastal Waterway.
- The City will continue with the design and construction of a stormwater drainage system on Flomich Street and Alabama Avenue.
- The City will continue to implement its annual pipelining program to reline pipes as needed in order to improve the City's stormwater flow.

Policy 3.7.8 - The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as use of pervious pavement and maintenance of natural preservation areas.

Policy 3.7.9 - In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall not allow variances that are feasibly avoidable when such variances will contribute to flood risk.

Policy 3.7.10 - The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 3.7.11 - As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 3.7.12 - Support local and regional mapping, modeling and monitoring programs to assure the most current and locally-specific data on climate change vulnerability and sea-level rise is available.

Policy 3.7.13 - The City will implement as opportunities arise, Volusia County's FEMA-approved Local Mitigation Strategy to reduce damage in areas of repetitive loss due to flooding.

Policy 3.7.14 - Available flood elevation certificates shall continue to be made available to the public.

Policy 3.7.15 - The City will continue to implement its Stormwater Management Master Plan as updated in January 2015, which provides guidance for the reduction of flooding and increased water quality as a result of stormwater runoff.

Policy 3.7.16 - The City shall provide adequate funding to continue to implement City projects and programs funded by Stormwater Utility Fees to reduce hazards associated with flooding.

Policy 3.7.17 - The City shall continue its Drainage System Maintenance Program which involves storm drain cleaning, mowing of City rights-of-way, swale areas, street sweeping and cleaning clogged drainage systems.

Policy 3.7.18 - The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 3.7.19 - The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 3.7.20 - As part of the development application review process, the City engineer shall review the stormwater management designs of private developers.

Policy 3.7.21 - The City shall continue to work with local, state and federal partners, to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.7.22 - If feasible, no public buildings shall be constructed within the 100-year flood with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

Policy 3.7.23 - The City shall collaborate with stakeholders at least every 5-years, or earlier, to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities, and opportunities for resiliency strategies within the updated planning horizons.

Objective 3.8 - The city shall encourage the use of best management practices, development and redevelopment principles, strategies, and engineering solutions, that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency (FEMA).

Policy 3.8.1 - To gradually remove real property from flood zone designations, the City shall encourage where feasible, the strategic relocation of such properties to safer areas and direct new development away from vulnerable areas.

Policy 3.8.2 - Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

Policy 3.8.3 - The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the City that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Objective 3.9 - The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

Policy 3.9.1 - The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.9.2 - Site plan review criteria shall consider location, site design, land use types, density and intensity of uses, landscaping, and building design for impacts or potential mitigation effects from sea-level rise and other future flood hazard scenarios.

Policy 3.9.3 - Strongly discourage plan amendments that would place additional residential and non-residential development at risk of flooding from sea-level rise and promote where feasible the clustering of development and the transfer of density/intensity of uses to increase contiguous pervious surface, in order to address flood impacts.

Policy 3.10.4 - The City shall require that new development and redevelopment in areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise incorporate building design specifications, engineering solutions, site development techniques, and management practices that reduce risk and losses due to flooding.

Policy 3.9.5 - The City shall prohibit the location of critical infrastructure when feasible in the Coastal Storm Area and the area inundated by a Category 2 hurricane as depicted by the SLOSH model.

Policy 3.9.6 - The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

Policy 3.9.7 - The City will continue to require the use of erosion and sediment control during construction and project development activities.

Policy 3.9.8 - In order to reduce losses due to flooding and claims made under flood insurance policies, the City will use site development techniques and best management practices such as:

- Low impact development
- Use of native vegetation
- Pervious surfaces
- Land Development Code updates
- Comprehensive Plan updates
- Encourage the removal of impervious surfaces as opportunities arise
- Principles, strategies, and engineering solutions to reduce flood risk in coastal areas
- Utilize vegetation and natural features to minimize surface runoff and reduce flood risks
- Open space preservation
- Increased setbacks and buffers
- Landscape retention areas

GOAL 4. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN

THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.

Objective 4.1 - The City shall implement an effective public information program to inform the public of hurricane vulnerability zones, hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City's Comprehensive Emergency Plan.

Policy 4.1.1 - Any public relations program explaining to the coastal residents the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.

Policy 4.1.2 - The City shall continually ensure that collateral materials, such as brochures, posters, and hurricane tracking maps are available for distribution to the general public.

Policy 4.1.3 - All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects shall properly notify all residents of potential flood hazards and hurricane evacuation routes.

Policy 4.1.4 - Timeshare resorts, hotels/motels, and condominiums shall display hurricane warning and evacuation information material in a prominent place.

Policy 4.1.5 - The City shall continue to implement a City-prepared Local Comprehensive Emergency Management Plan as approved by the City Commission.

Policy 4.1.6 - The City Fire department shall maintain an inventory all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the hurricane vulnerability zone. The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.

Policy 4.1.7 - The current Local Comprehensive Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post disaster recovery operations.

Objective 4.2. The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of service standard D during time of hurricane in any category storm.

Policy 4.2.1 - A level-of-service standard shall be maintained, defining 14 hours as the maximum time to evacuate the population-at-risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Regulations.

Policy 4.2.2 - The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued at least 14 hours before projected hurricane landfall.

Policy 4.2.3 - Land development-decisions, as regulated by the Land Development Regulations, affecting the hurricane vulnerability zone shall consider the impact to evacuation times. Consequently, no development order shall be issued if the impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.

Policy 4.2.4 - All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.

Objective 4.3. Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.

Policy 4.3.1 - Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.

Policy 4.3.2 - In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities.

Policy 4.3.3 - Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management/Conservation Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.

Policy 4.3.4 - If constructed, all public facilities in the Coastal High Hazard Area shall be flood proofed to minimize damages from storms and hurricanes.

Policy 4.3.5 - The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant.

Policy 4.3.6 - The City shall continually participate in a “hazard identification and vulnerability assessment” study of public infrastructure in the Coastal High Hazard Area. Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.

Policy 4.3.7 - If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management/Conservation Element.

Objective 4.4 - In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.

Policy 4.4.1 - In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.

Policy 4.4.2 - New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.

Objective 4.5 - The City shall follow the provisions of the County Post-Disaster Relief Plan and the City’s Comprehensive Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.

Policy 4.5.1 - The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.

Policy 4.5.2 - The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.

Policy 4.5.3 - The City's Comprehensive Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.

Policy 4.5.4 – Within 24 hours after a hurricane, the City Commission may meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.

Policy 4.5.5 - The Recovery Task Force shall include the City Manager, City Planner, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force.

Policy 4.5.6 - The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and recommend amendments to the Comprehensive Plan, Local Comprehensive Emergency Plan, and other appropriate policies and procedures.

Policy 4.5.7 - Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.

Policy 4.5.8 - The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.

GOAL 5. SUSTAINABILITY: THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATIONS AND PUBLIC PROGRAMS.

Objective 5.1 - Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

Policy 5.1.1 - Encourage the production and use of energy generated from renewable resources.

Policy 5.1.2 - The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

Policy 5.1.3 - Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

Policy 5.1.4 - Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

Policy 5.1.5 - Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 6. AIR QUALITY: MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, AND WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.

Objective 6.1. Prevent the degradation of the City’s air quality below baseline standards.

Policy 6.1.1 - No industrial or commercial business which emits air pollutants which would degrade the City’s ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.

Policy 6.1.2 - The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, and bike racks, and requiring more improved pedestrian sidewalks.

Policy 6.1.3 - New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.

Policy 6.1.4 - Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.

Policy 6.1.5 - Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

Policy 6.1.6 - The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

Policy 6.1.7 - The City shall enforce the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

GOAL 7. MINING AND MINERALS: MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.

Objective 7.1. Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.

Policy 7.1.1- The City shall maintain the provisions of the Land Development Regulations concerning effective mineral extraction to achieve the following: The City shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and to minimize

soil erosion by the use of native vegetative buffers. Buffers shall also be established between the mining activity and adjacent existing and planned future land uses.

Policy 7.1.2 - On a continuous basis, the City shall coordinate with local governments, the FDEP and SJRWMD to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.

Policy 7.1.3 - If a mine requires “dewatering”, the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.

Objective 7.2 - Mineral extraction activities shall “respect” paleontological, archaeological, and historic sites.

Policy 7.2.1 - The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.

Policy 7.2.2 - Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary assessment can determine the probability of significant archaeological or paleontological assets.

Policy 7.2.3 - The City shall maintain the regulations in the Land Development regulations that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, and the Division of Historical Resources.

Objective 7.3. Mineral extraction activities will generate a net benefit to the community.

Policy 7.3.1 - The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.

Policy 7.3.2 - The City shall require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.

Policy 7.3.3 - Mining operators shall demonstrate financial responsibility to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.

Objective 7.4 - Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.

Policy 7.4.1 - Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.

Policy 7.4.2 - The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.

Policy 7.4.3 - Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.

Policy 7.4.4 - Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.

Policy 7.4.5 - Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.

Purpose of Recreation and Open Space Element

Recreation and open space encompass a broad spectrum of lands and facilities dedicated to leisure, fitness, and environmental stewardship. This includes public parks, greenways, playgrounds, sports fields, trails, plazas, natural preserves, and even certain water bodies. Such spaces are designed for both active recreation—structured activities like sports, exercise, or playground use—and passive recreation, such as walking, birdwatching, or simply enjoying quiet natural settings.

Core Purposes of the Recreation and Open Space Element

- **Enhancing Quality of Life:** At its heart, the recreation and open space element aims to improve the quality of life for all residents. Access to parks and natural areas supports physical and mental well-being, offers respite from urban life, and fosters a sense of belonging and community pride.
- **Promoting Public Health:** Well-planned recreational spaces encourage physical activity, helping to combat sedentary lifestyles, obesity, and related health issues. Parks and trails provide opportunities for exercise, play, and social engagement for people of all ages and abilities.
- **Environmental Protection and Stewardship:** Open space preserves crucial natural habitats, supports biodiversity, protects water quality, and mitigates urban heat island effects. By designating and managing green corridors and conservation areas, communities ensure the sustainability and resilience of their local ecosystems.
- **Social Equity and Inclusivity:** The comprehensive plan strives to ensure that all neighborhoods and demographic groups have fair access to recreation and open spaces. This effort helps bridge social divides, providing safe, enjoyable environments regardless of income, age, or background.
- **Guiding Land Use and Growth:** Recreational and open space planning helps steer urban growth in ways that avoid sprawl, preserve scenic landscapes, and maintain community character. By establishing greenbelts or protected corridors, cities can direct development and create a cohesive, accessible network of parks and natural spaces.
- **Supporting Economic Vitality:** Attractive, well-maintained parks and recreation facilities can increase property values, foster tourism, and boost local economies. Businesses often cite quality of life, including access to open space, as a key factor in choosing locations.
- **Fostering Community Identity and Cohesion:** Parks and open spaces serve as gathering places for cultural events, festivals, recreation leagues, and informal socialization. They reflect the community's unique character and history, strengthening residents' connections to place.
- **Climate Change Adaptation and Resilience:** Open spaces help absorb stormwater, reduce flooding, filter pollutants, and cool urban areas, all of which are increasingly critical as communities confront climate change.

INTRODUCTION

The City's parks are areas set aside for the enjoyment and recreation of our citizens. These green spaces consist of grassy areas, rocks, soil, trees, playground structures and picnic facilities and may contain picnic tables and barbecue grills. Some parks have trails for walking, biking and other activities. Some parks are built adjacent to the river with fishing and boating facilities.

The City of Holly Hill offers many opportunities in its parks. While the larger facilities house most of the amenities, there are small neighborhood parks sprinkled throughout the city perfect for picnics or a short outside getaway. Admission to City Parks is free as are many of the facilities within the parks.

While the City of Holly Hill does not have a formal recreation department or program, it does collaborate with and provide financial assistance to facilities such as:

The YMCA

The Boy's and Girl's Club

Pictona at Holly Hill - a 49-court world-class pickleball facility containing a restaurant, concession stand, clubhouse, the Humana Education Center, and many other amenities open to members and the general public.

In addition to seating areas within the city, Holly Hill currently has the following city owned parks:

Centennial Park – 11 acres

Ross Point Picnic Area – 1.61 acres

Sunrise Park North – 8.5 acres

Sunrise Park South – 1.35 acres

7th Street Park – 4.5 acres

Coquina Park - .15 acres

Grove Avenue Park - .32 acres

Hollyland Park – 15.04 acres

Milt Hallman Memorial Park – 5 acres

Riviera Oaks Park (Dog Park) – 4.08 acres

Shirley Heyman Park – 1.32 acres

Waite Park (Big Tree Park) - .25 acres

Levels of Service

Required LOS for parks per the Capital Improvement Element

Neighborhood Parks – 1 acre per 1000 residents

Community Parks – 2 acres per 1000 residents

Population Projections:

2025 – 13,172 residents

2035 – 13,619 residents

2045 – 13,637 residents

There are currently approximately 17 acres of Neighborhood Parks and 36 acres of Community Parks. Therefore, the adopted LOS for parks is currently being met and will continue to be met through 2045 for the projected increases in population.

CHAPTER 6

RECREATION AND OPEN SPACE ELEMENT

GOALS, OBJECTIVES AND POLICIES - RECREATION AND OPEN SPACE ELEMENT

GOAL 1 - DEVELOP AND MAINTAIN A WIDE VARIETY OF RECREATION FACILITIES AND PROGRAMS THAT ARE RESPONSIVE TO THE DEMANDS OF THE CITIZENRY:

Objective 1.1.- The City shall require of new development activities concurrency with the adopted level-of service standards.

Policy 1.1.1 - The City shall apply the level-of-service standards of park categories and facilities in accordance with those adopted and listed in the Capital Improvements Element of the Comprehensive Plan.

Policy 1.1.2 - Parks and recreational facilities shall be located throughout the City to allow access opportunities to all segments of the population.

Policy 1.1.3 - The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.

Policy 1.1.4 - The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.

Policy 1.1.5 - The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, thorough surveys, citizen responses, civic interaction, and population growth.

Policy 1.1.6 - The city shall maintain an inventory of existing vacant land and buildings that are considered important to either short-term or long-term recreation and open space planning.

Objective 1.2 - Continue to improve the city's parks and recreation areas, access and parking, hike/bike trails, picnic shelters and restrooms.

Policy 1.2.1- Program sufficient funds in the City's Capital Improvement Plan for development of these improvements.

Policy 1.2.2 - Assure the continued maintenance of existing park and recreation facilities, and implement the necessary changes to increase the level of safety for the user.

Objective 1.3 - Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

Policy 1.3.1 - Use park systems or open space to buffer incompatible land uses, where parks or open spaces are compatible with these land uses.

Policy 1.3.2 - Acquire lands with minimal development potential due to size or shape that are adjacent to environmentally sensitive lands and incorporate them into the public open space system. To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and recreational opportunities to the community.

Policy 1.3.3 - To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.

Objective 1.4 - Maintain existing acreages and facilities which provide for public access to coastal recreational resources, including the Halifax River.

Policy 1.4.1 - The City shall maintain and develop the existing city-owned properties which provide public access to the Halifax River.

Policy 1.4.2 - Existing dedicated public rights-of-way which provide access to the river or any other significant coastal resource shall not be vacated by the City, and shall be improved to permit convenient public access.

Policy 1.4.3 - On a continuous basis, the City shall maintain its boat ramps, piers, docks, and other water access facilities in a safe and operable condition.

Policy 1.4.4 - The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees.

Policy 1.4.5 - A public safety plan shall be prepared for all special events sponsored on public property within the City. The plan will be reviewed by the City Manager and various City Departments.

Objective 1.5 - The City shall continue to coordinate with Volusia County, the Ponce Inlet Port Authority, the Volusia County School Board, other public agencies and the private sector, as may be appropriate, to further develop recreational opportunities for Holly Hill residents using existing recreation areas and facilities and unused lands owned by such entities within the city.

Policy 1.5.1 - Maximum use of existing recreation areas and facilities shall be encouraged.

Policy 1.5.2 - Cooperative arrangements between the City and other public or private entities for purchase, development, management and/or maintenance of recreation areas and facilities shall be encouraged when such arrangements will provide an efficient, economical means of meeting the recreational demands of Holly Hill residents.

Objective 1.6 –The City shall continue to support public parks and recreation facilities programs.

Policy 1.6.1 - The City shall pursue outside funding sources, when necessary, by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.

Policy 1.6.2 - A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy:

- a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.
- b. The City shall periodically review the fee structures of other local government jurisdictions and per capita operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure.

- c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending.

Policy 1.6.3 - The City shall continue to financially support activities, events, and programs in order to maintain programs at their current level-of service.

Policy 1.6.4 - New development shall be encouraged to provide land for accessible and usable public parks.

Policy 1.6.5 - Unless otherwise provided by interlocal agreement, the City may charge nonresidents a fee determined by the City Commission for the use of City recreation facilities.

Policy 1.6.6 – Where applicable the City shall utilize user fee charges for services and facilities to help offset costs at recreation sites.

Objective 1.7 - Safe bicycling opportunities, for both recreation and transportation, shall be provided within the city where possible.

Policy 1.7.1 - Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Regulations.

Policy 1.7.2 -The City shall cooperate with bicycle organizations, law enforcement agencies, and the FDOT to promote a bicycle safety program; this shall include a program in the schools and a media information program.

Policy 1.7.3 -Bicycle facilities connecting schools with nearby active recreation areas shall be a priority.

Policy 1.7.4 -The City shall provide bicycle racks at all City-owned buildings or facilities that are open to the public.

Policy 1.7.5 -When providing bicycle and pedestrian pathways, the City shall determine through the Volusia Flagler Transportation Planning Organization(TPO), upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.

Policy 1.7.6 -The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.

Policy 1.7.7 -To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and open space facilities.

Policy 1.7.8 -The City, in cooperation with the Volusia Flagler TPO and FDOT, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.

GOAL 2 - PRESERVE THE VALUABLE SCENIC VISTAS WITHIN THE CITY.

Objective 2.1 - Provide for recreational corridors to link City-owned parks as well as other adequate and appropriate access ways to open space/conservation areas.

Policy 2.1.1 - The City shall submit grant applications to local, state and federal grant programs to acquire and develop land when appropriate and applicable, for the acquisition,

planning and development/management of City- owned lands. Programs include, but are not limited to:

- Florida Recreation Development Assistance Program.
- Land and Water Conservation Fund Program.
- Florida Forever.
- Florida Boating Improvement Program;
- Ponce DeLeon Port Authority;
- Florida Inland Navigation District;
- Florida Communities Trust Program; and
- ECHO.

Policy 2.1.2 - The City shall designate scenic roadways in accordance with State and Federal programs.

Policy 2.1.3 - The City's standards designed to ensure preservation of the scenic value of designated routes shall be maintained in the Land Development Regulations.

Purpose of the Intergovernmental Coordination Element

The intergovernmental coordination element (ICE) is a required section of a comprehensive plan. The ICE is designed to identify and facilitate interactions and collaborations among local, regional, state, and even federal agencies or governments. It serves as a framework for resolving conflicts, leveraging resources, and ensuring consistency in policy implementation across governmental boundaries.

Purpose and Importance of the Intergovernmental Coordination Element

1. Avoiding Overlap and Conflict

One of the primary reasons for including an intergovernmental coordination element is to prevent conflicting policies or redundant efforts among agencies. Local government boundaries are often arbitrary when compared to the functional realities of transportation networks, watersheds, economic regions, or school districts. Without coordination, it is very possible for a city and a neighboring county to develop conflicting land-use policies, incompatible zoning regulations, or duplicative public works projects. The ICE ensures that each government's actions are in harmony, minimizing waste and confusion.

2. Coordinating Infrastructure and Services

Essential public services—such as water supply, wastewater treatment, transportation, emergency response, and schools—rarely stop at municipal or county lines. The ICE mandates that these services are planned and managed in coordination with adjacent jurisdictions and relevant agencies. For instance, a city planning to expand its water infrastructure must coordinate with regional water management districts, upstream and downstream cities, and environmental agencies to ensure adequate supply and environmental protection. Through ICE, governments can pool resources, share infrastructure, and avoid costly duplication.

3. Managing Growth and Development Consistently

Urban growth and development do not respect political boundaries. Uncoordinated planning can lead to sprawl, inefficient land use, and incompatible development at jurisdictional edges. By requiring intergovernmental consultation, the ICE promotes orderly and consistent growth management across a region. This is especially important for issues such as affordable housing, transportation corridors, and economic development, where the actions of one jurisdiction often affect many others.

4. Addressing Regional Issues

Many policy issues are inherently regional, including air and water quality, transportation networks, disaster response, environmental conservation, and economic competitiveness. The ICE provides a vehicle for local governments to participate in regional councils, planning bodies, or joint initiatives. It encourages the formation of interlocal agreements and compacts to tackle issues

that cross jurisdictional lines. For example, the management of regional transit systems or large-scale environmental restoration projects requires the cooperation of multiple governments and agencies. The ICE sets forth the processes and priorities for such collaboration.

5. Ensuring Consistency with Other Plans and Regulations

Local plans must often be consistent with state and federal regulations or with the plans of adjacent jurisdictions. The ICE outlines the processes through which local governments review and adjust their plans to align with metropolitan, regional, state, or federal policies. For instance, local land use plans are often subject to review by state planning agencies to ensure alignment with broader goals, such as the protection of endangered habitats or the provision of affordable housing.

6. Conflict Resolution

Despite the best efforts at coordination, disagreements between governmental entities can and do arise. The ICE establishes mechanisms for dispute resolution, such as joint planning agreements, mediation, or formal appeals processes. By providing a structured approach to resolving disputes, the ICE minimizes the risk of protracted legal battles and fosters a spirit of cooperation.

7. Leveraging Funding and Resources

Government grants and funding for infrastructure, housing, or environmental programs are increasingly tied to regional cooperation and consensus planning. The ICE can help local governments position themselves more competitively for such funding by demonstrating a commitment to intergovernmental cooperation. By working together, governments can also pool technical expertise, data, and financial resources, making it possible to undertake larger and more ambitious projects than they could alone.

8. Promoting Public Involvement and Transparency

The ICE often requires public notification and participation in the coordination process. This ensures that stakeholders—including residents, businesses, and community groups—are informed and able to contribute to decisions that may affect them. It also brings transparency to the process, building trust in government and promoting sound decision-making.

Conclusion

The intergovernmental coordination element is a foundational aspect of a successful comprehensive plan. By fostering collaboration across governmental boundaries, it helps ensure that limited resources are used efficiently, that growth is managed wisely, and that regional challenges are met with unified strategies. As communities become increasingly interconnected, effective intergovernmental coordination is essential for building resilient, vibrant, and sustainable regions.

CHAPTER 7

INTERGOVERNMENTAL COORDINATION ELEMENT

Goals, Objective and Policies – Intergovernmental Coordination Element

GOAL 1 - ELIMINATE AND PREVENT UNNECESSARY DUPLICATION OF GOVERNMENTAL SERVICES AND FACILITIES; ELIMINATE AND PREVENT CONFLICTS BETWEEN THE CITY AND ADJACENT MUNICIPALITIES, THE COUNTY, STATE AND REGIONAL AGENCIES, AND SPECIAL PURPOSE LOCAL GOVERNMENTAL ENTITIES; AND ELIMINATE AND PREVENT EXISTING AND POTENTIAL LAND USE CONFLICTS AT THE CITY'S BOUNDARY.

Objective 1.1 - Maintain consistency between Holly Hill's Comprehensive Plan and the comprehensive plans of adjacent municipalities and the County and the plans of the Volusia County School Board, the East Central Florida Regional Planning Council, and the State by VGMC-issued certification of consistency.

Policy 1.1.1 - Intergovernmental cooperation and coordination shall be maintained in order to plan for and provide efficient, cost effective, and environmentally sound public facilities and services.

Policy 1.1.2 - The City shall coordinate the adoption and all future amendments of its Comprehensive Plan with the comprehensive plans of adjacent municipalities and the County and the plans of the Volusia County School Board, the East Central Florida Regional Planning Council, and the State by reviewing the plans of other entities, avoiding inconsistencies, and resolving conflicts through negotiation, with the Volusia Growth Management Commission, or the East Central Florida Regional Planning Council, and administrative hearings.

Policy 1.1.3 - The City shall review plans and plan amendments proposed by adjacent municipalities, the County, the School Board, the Regional Planning Council, and the State, and shall take appropriate steps to resolve any potential inconsistencies.

Policy 1.1.4 - The City shall encourage open, informal and on-going communication with adjacent municipalities, the County, the School Board, the Regional Planning Council, and the State to promote coordination on all governmental matters.

Policy 1.1.5 - The City shall continue to encourage the Volusia Flagler Transportation Planning Organization (TPO) to achieve a comprehensive, coordinated and continuing transportation planning process for Volusia County.

Policy 1.1.6 - The City shall utilize the informal mediation process of the East Central Florida Regional Planning Council as a means of resolving conflict with other local governments especially when the City is unable to resolve a conflict through direct negotiation or activities of the Volusia Growth Management Commission.

Policy 1.1.7 - The City shall resolve annexation issues through direct negotiation with other governmental entities, and mediation, if necessary, through the Volusia Growth Management Commission or the East Central Florida Regional Planning Council.

Policy 1.1.8 -The City shall support and participate in the preparation of management plans, water quality studies, and sampling programs in conjunction with Volusia

County, the East Central Florida Regional Planning Council (ECFRPC), the Johns River Water Management District (SJRWMD), the Department of Health and Rehabilitative Services, and DEP.

Policy 1.1.10 - The City shall work with Volusia County to develop regulations on agricultural activities in recharge area.

Policy 1.1.11 - The City shall review the Comprehensive Plans and any amendments thereto of the adjacent municipalities and Volusia County to determine if coastal resources such as the Halifax River and any associated wetlands are being managed in a consistent manner.

Policy 1.1.12 - The City shall cooperate as provided for by the County Home Rule Charter and State Statutes in joint planning and management programs with adjacent municipalities and counties and other public agencies that operate governments within its boundaries for mosquito impoundments, hurricane evacuation, controlling stormwater, reducing wastewater treatment plant discharges into the Halifax River, and coordinating efforts to protect designated and other rare species.

Policy 1.1.13 - The city shall continue to monitor and implement legislative changes in environmental protection measures.

Policy 1.1.14 - On a continuous basis the City shall review and implement stormwater quality programs and regulations as proposed by the Federal Environmental Protection Agency, the DEP, and the SJRWMD.

Objective 1.2 - Achieve an effective, efficient and equitable delivery of services to the citizens of Holly Hill through coordinated and cooperative efforts with adjacent municipalities and Volusia County.

Policy 1.2.1 - The City will negotiate interlocal agreements with adjacent municipalities, the County, the School Board, the State or any other governmental entity providing for the exchange or sharing of services or facilities when such arrangements will benefit the City and its citizens. Such interlocal agreements include fire, police, water supply planning and emergency services.

Policy 1.2.2 - The City will achieve coordination with other local governments in the provision of services and information through continuing participation in the cooperative activities of agencies such as the Volusia County Growth Management Commission and the East Central Florida Regional Planning Council, Volusia Flagler

Objective 1.3 The City shall Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

Policy 1.3.1 - The City will continue to coordinate with the Volusia County Growth Management Department (VGMC), the Volusia Flagler TPO, the University of Florida Bureau of Economic and Business Research (BEBER), and other agencies in order to develop citywide and countywide population projections that include expected growth shown in the comprehensive plan for the City. In addition, the City will use

these mutually agreed upon and coordinated population figures in the comprehensive plan.

Policy 1.3.2 - The City will forward the population projections used in its comprehensive plan to the School Board so it can consider projected growth and development as it relates to the future needs for schools in the School Board's 5, 10 and 20-year facility plans.

Policy 1.3.3 - The City will annually review the School Board's plans for the siting of public schools within its jurisdiction for consistency with the comprehensive plan, both at the staff level and through public hearings for specific site plans. This will include a review of the 5, 10, and 20-year facility plans of the School Board as well as responding as needed to site specific plans to locate new schools or expand existing schools.

Policy 1.3.4 - Develop a development coordination procedure through interlocal agreement with the Volusia County School Board on the siting of public educational facilities, which outlines the process for assessing impacts during site acquisition, addresses measures to maintain the City's adopted levels-of-service at the time of development and formalizes a citizen-participation/notification process.

Policy 1.3.5 - City staff will coordinate annually, or more often as needed, with Volusia County staff for the purpose of determining future unincorporated area needs for water and sewer within each respective unincorporated area served by the county.

Policy 1.3.6 - The City will forward requests for access to County or State maintained roadways to each respective agency for comment concerning their respective plans and policies.

Policy 1.3.7 - The City will coordinate with service providers that have no regulatory authority over the use of land in the City to develop recommendations that address ways to improve coordination of the City's concurrency management methodologies and systems, and levels-of-service.

Policy 1.3.8 - The City will enter into an interlocal agreement with Volusia County for joint projects identified in the City's Stormwater Management Plan and the County's Stormwater Management Plan.

Policy 1.3.9 - The Community Development Department will coordinate concurrency reviews with the respective City Departments, and any other agencies as deemed appropriate and necessary.

Policy 1.3.10 - The City will continue to coordinate with Volusia County for the provision of countywide facilities, including but not limited to, solid waste disposal and the Volusia County Emergency Operations Center.

Policy 1.3.11 - The City will forward notice of proposed future land use plan policies related to hurricane shelters and evacuation routes, as well as map amendments resulting in an increase in population within coastal high hazard areas, to the East Central Florida Regional Planning Council and the Volusia County Emergency Management Department to determine hurricane shelter space availability and the effect of increased evacuating populations on evacuation clearance times and routes.

Objective 1.4 - The City shall coordinate with other public agencies in monitoring and enforcing permit conditions. The City shall identify technical and financial assistance available to the City.

Policy 1.4.1 – The City shall, in cooperation with other local governments, participate in a water quality monitoring program coordinating mechanism under an agency created specifically for these purposes.

Policy 1.4.2 – The City shall continually encourage the removal of septic tanks and the treatment of stormwater runoff upon the receiving waters of the Halifax River to determine if controls on individual septic systems must eventually be eliminated from all environmentally sensitive areas.

Policy 1.4.3 – The City shall maintain a water supply facilities work plan that is coordinated with St. Johns River Water Management District's District Water Supply Plan by updating the work plan within 18 months of an update to the District's District Water Supply Plan that affects the City.

Policy 1.4.4 – The City shall participate in the development of updates to St. Johns River Water Management District's water supply assessment and District Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

Policy 1.4.5 – The City will plan for municipal service areas or extend water and sewer services into unincorporated Volusia County in a manner consistent with the Volusia County Comprehensive Plan.

Policy 1.4.6 - The City will implement all water conservation practices that are conditions of the Consumptive Use Permit.

GOAL 2 - ESTABLISH AND MAINTAIN A COOPERATIVE RELATIONSHIP BETWEEN THE CITY OF HOLLY HILL AND SCHOOL DISTRICT TO PROVIDE AN EFFECTIVE JOINT PLANNING PROCESS INCLUDING PROCEDURES TO COORDINATE LAND USE PLANNING WITH THE DEVELOPMENT OF SCHOOL FACILITIES INCLUDING PUBLIC SCHOOL SITING, CALCULATE POPULATION PROJECTIONS, AND PROVIDE FOR THE DEVELOPMENT OF PUBLIC EDUCATION FACILITIES CONCURRENTLY WITH RESIDENTIAL DEVELOPMENT AND OTHER PUBLIC FACILITIES AND SERVICES.

Objective 2.1 – Intergovernmental Coordination

The City of Holly Hill shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school facilities and implement school concurrency using consistent supporting data and analysis.

Policy 2.1.1: In cooperation with the School Board, the City of Holly Hill shall adopt and implement the interlocal agreement as required by Section 1013.33 F.S., which includes procedures for:

- a. Coordinating and sharing information
- b. Educational and ancillary siting procedures
- c. Comprehensive plans and plan amendment review
- d. Site design and development plan review

- e. Joint development of schools, parks and other uses
- f. School concurrency implementation
- g. Implementation and amendments
- h. Resolution of disputes

Policy 2.1.2: In accordance with the schedule established in the interlocal agreement, the City of Holly Hill shall appoint a representative to meet with School Board and other local government representatives to review data and annually approve a projection of the amount, type, and distribution of population growth and student enrollment. Data shall include but not be limited to:

- a. Capital budgets for each jurisdiction
- b. School Board five-year facilities work program
- c. School Board educational plant survey (every fifth year)
- d. Volusia County five-year road improvement program
- e. Anticipated new development, infill development and redevelopment
- f. Student enrollment and school utilization including portable classroom assignments

Policy 2.1.3: City of Holly Hill shall provide the School Board with a copy of each planning board and Commission agenda.

Policy 2.1.4: The City of Holly Hill and the School Board shall coordinate the acquisition and development of sites for future educational and ancillary facilities in accordance with the process established in the interlocal agreement.

Policy 2.1.5: The City of Holly Hill shall provide notice to adjacent jurisdictions as required by the Volusia County Interlocal Agreement for School Planning when school capacity in the adjacent jurisdiction is anticipated to be applied to meet concurrency requirements for proposed residential development.

Objective 2.2 –The City of Holly Hill shall regularly monitor and evaluate the implementation of the Public School Facilities Element to assure compliance with the provisions of the comprehensive plan and the interlocal agreement, to assure the use of best practices in the joint planning of school facilities, and to provide for the continuing coordination of school planning.

Policy 2.2.1: In accordance with the interlocal agreement but no less than once per year, the City of Holly Hill shall submit a report to the Board of Planning and Appeals (LPA) and the School Board reporting on the implementation actions and coordinated planning efforts for planning and developing school facilities including joint development opportunities. If the School Board or (local planning agency) finds that implementation of the plan or interlocal agreement is not occurring, the School Board or (LPA) shall make recommendations to the City Commission of steps necessary to achieve successful implementation.

Policy 2.2.2: For each comprehensive plan amendment reviewed by the Volusia Growth Management Commission (VGMC), the City of Holly Hill shall identify in

the VGMC application support materials how anticipated impacts of the proposed amendment to school facilities are addressed.

Policy 2.2.3: The City of Holly Hill shall appoint a citizen to serve as a member of the oversight committee created by the adopted Interlocal Agreement and shall appoint a staff member to serve on the technical committee created by the adopted Interlocal Agreement.

Purpose of the Capital Improvements Element

The capital improvements element is a foundational component of any local government's comprehensive plan. It provides the roadmap for investing in public infrastructure and facilities that support growth, ensure quality of life, and meet community needs now and in the future. Understanding the purpose of the capital improvements element is essential for grasping how cities, towns, and counties transform aspirations into tangible outcomes.

Understanding Capital Improvements

Capital improvements refer to major physical assets or infrastructure investments that a local government undertakes to improve or maintain its services and enhance community well-being. These include the construction, expansion, renovation, or replacement of public facilities and utilities such as:

- Roads and bridges
- Water and wastewater systems
- Parks and recreation facilities
- Schools and libraries
- Public safety buildings (police, fire, EMS)
- Solid waste facilities
- Government administrative buildings
- Public transportation infrastructure

Capital improvements are distinguished from routine maintenance and operations due to their scale, cost, and lasting impact on the community. They often require significant financial outlays and long-term planning, making their integration into the comprehensive plan both necessary and strategic.

Primary Purposes of the Capital Improvements Element

The capital improvements element serves several interrelated purposes within the comprehensive plan:

1. Linking Vision to Implementation

The most fundamental purpose of the capital improvements element is to turn the policies and priorities articulated in the comprehensive plan into actionable projects. For example, if a community's vision emphasizes walkability, sustainability, and recreational access, the capital improvements element will prioritize sidewalks, bike paths, parks, and green infrastructure. It serves as the bridge between broad community goals and the construction of the facilities required to realize those goals.

2. Prioritizing Investments

Resources in any government are limited. The capital improvements element helps prioritize which projects are most critical to the community's current and future needs. It evaluates potential projects based on factors such as:

- Public health and safety
- Regulatory compliance
- Capacity to support growth
- Alignment with community goals
- Cost-effectiveness
- Environmental impact

By ranking and sequencing improvements, local governments can ensure that the most pressing needs receive attention first and that resources are allocated efficiently.

3. Coordinating Public Infrastructure with Growth

The timing and location of capital investments are critical to guiding orderly development and preventing problems such as urban sprawl, congestion, and inadequate infrastructure. The capital improvements element coordinates the provision of infrastructure with the land use element and anticipated growth patterns. It helps answer questions such as:

- Where should new roads or utilities be extended to support planned development?
- Are existing water and sewer systems adequate for projected population increases?
- How can parks and recreation be equitably distributed?

Such coordination ensures that growth is supported by the necessary public facilities and that the community remains livable and resilient.

4. Ensuring Fiscal Responsibility and Transparency

Major infrastructure projects often require significant expenditures and long-term borrowing. The capital improvements element sets out a multi-year program—often called the Capital Improvement Program (CIP)—that identifies the timing and financing of each proposed project. This multi-year plan helps:

- Forecast financial needs
- Plan for debt issuance and repayment
- Leverage grants and other funding sources
- Engage the community in budgeting decisions

A transparent and predictable approach to capital spending avoids surprises, reduces financial risk, and builds public trust.

5. Aligning with Other Planning Efforts

The capital improvements element must be integrated with other local and regional plans, strategies, and policies. These can include hazard mitigation plans, transportation master plans, economic development strategies, and sustainability initiatives. By aligning capital investments with broader planning efforts, local governments can achieve synergies, avoid duplication, and ensure that public funds are used effectively.

6. Supporting Economic Development and Quality of Life

Well-planned capital improvements support economic vitality by enhancing infrastructure, improving accessibility, and making communities more attractive to businesses and residents. Quality schools, parks, transportation, and utilities directly impact property values, business investment, and overall quality of life. The capital improvements element ensures that infrastructure is not merely reactive but proactively enhances the community.

7. Adapting to Changing Needs and Conditions

Communities are dynamic, with needs and circumstances evolving over time. The capital improvements element is typically reviewed and updated regularly to address changing priorities, emerging technologies, demographic shifts, economic trends, and resilience to challenges such as climate change. This adaptive approach ensures that public investments remain relevant and effective.

Goals, Objective and Policies – Capital Improvements Element

GOAL 1 - CAPITAL IMPROVEMENTS NEEDED TO SUPPORT THE FUTURE LAND USE ELEMENT SHALL BE PROVIDED IN A TIMELY, ECONOMIC AND ENERGY EFFICIENT MANNER, AND IN A MANNER THAT ASSIGNS THE COSTS OF SUCH IMPROVEMENTS FAIRLY AND EQUITABLY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION AND PARKS AND RECREATION AND TO MEET THE FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT OR REDEVELOPMENT.

Objective 1.1 - The City shall use the Capital Element to correct existing deficiencies, to accommodate desired growth, and to replace worn-out and obsolete facilities, in accordance with the 5-year schedule of capital improvements included in the element.

Policy 1.1.1 - The City shall include all projects identified in the other elements of the Comprehensive Plan as capital improvements projects to be included in the schedule of improvements of this Element.

Policy 1.1.2 - As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan. First priority shall be given to those projects that are intended to correct existing deficiencies.

Policy 1.1.3 - Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines:

- 1) The extent to which the project is necessary to protect public health and safety;
- 2) Need for protection of the environment
- 3) Maintenance of adopted levels-of-service;
- 4) The impact that the project would have on the local budget
- 5) Financial feasibility and effect on the budget and Reduction of future improvements costs;
- 6) Its locational needs based on projected growth patterns in the Comprehensive Plan;
- 7) Accommodation of new development and redevelopment consistent with the Comprehensive Plan; Encouragement of infill development and/or preservation or achievement of full use of existing facilities
- 8) Plans of the Florida Department of Transportation and other State agencies as well as the St. Johns River Water Management District in Holly Hill.
- 9) Capital improvements needed to address existing deficiencies;

Policy 1.1.4 - Capital facilities shall be regularly inspected, and replacement or renewal shall be scheduled so that level of service standards are maintained.

Policy 1.1.5 - The City shall coordinate transportation improvements with Florida Department of Transportation, local and regional plans, and work with other entities to try to acquire advanced rights-of-way for transportation projects as funds are available.

Policy 1.1.6 - The City shall comply with current Florida Department of Transportation criteria for access management and rights-of-way acquisition for long range transportation projects on State roadways, including notification of the Department of Transportation when proposed development orders would interfere with future right-of-way needs of the Department.

Policy 1.1.7 - The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to dedications which are consistent with the plan; or the date of construction of any facility enumerated in the CIE may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan

Policy 1.1.8 - The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.

Policy 1.1.9 - The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.

Policy 1.1.10 - Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents.

Policy 1.1.11 - Integrate energy cost reduction measures into the budget process.

Policy 1.1.12 - Government buildings and facilities shall incorporate and recognize urban design principles. Lifecycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.

Objective 1.2 - Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain the adopted LOS standards.

Policy 1.2.1 - The City shall continue to assess new developments impact fees for potable water and sewer facilities.

Policy 1.2.2 - The City shall continue to require construction and dedication of roads, drainage structures and other necessary on-site improvements as a condition of subdivision plat approval.

Policy 1.2.3 - In order to maintain adopted level of service standards and have new developments pay a pro rata share of the costs of financing capital improvements necessitated by development impacts, the City shall adopt additional facility dedication and impact fee requirements for new developments.

Policy 1.2.4 - The City shall continue to consider alternative ways to allocate the costs of new public facilities on the basis of the benefits received by existing and future residents and establish additional needed measures.

Objective 1.3 - The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public facility needs identified within plan Elements are provided as needed but not in excess of the City's financial capacity to operate such facilities.

Policy 1.3.1 - Prior to issuing certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued. If the City is unable to provide public utilities due to exceeding the LOS standards, development approval is to be denied until it is demonstrated that the level of service is achieved or maintained for all public facilities.

Policy 1.3.2 - In providing capital improvements, the City shall limit the ratio of outstanding indebtedness to no more than 15 percent of the property tax base.

Policy 1.3.3 - The City shall consider enacting an ordinance requiring payment of water and recreation impact fees at the time of subdivision plat or final site plan approval in order to cover the costs of reserving needed capacity in water and recreation facilities.

Policy 1.3.4 - The City shall continue strong efforts to secure grants for capital improvements.

Policy 1.3.5 - Long-term borrowing will not be used to finance current operations or normal maintenance.

Policy 1.3.6 - Lease-purchase methods, bonds or other debt instruments may be used as a medium-term (4 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The City will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.

Policy 1.3.7 - General obligation bond which require referendum may not be used for any enterprise fund public facilities, except where the City Council deems such action to be in the public interest to protect the health, safety and welfare of the community.

Policy 1.3.8 - The term of any debt issue shall not exceed the expected life expectancy of the capital improvements it is financing.

Policy 1.3.9 - Sale of revenue bonds shall be limited to that amount which can be supported from fees or other revenues not required to support General Fund operations.

Policy 1.3.10 - Ad valorem tax increases shall be used by the City only as a "last resort" to cover any projected budget deficits not covered by revenues derived from new impact fees, service charges, special assessments and other funding mechanisms which assign costs to those who benefit.

Objective 1.4 - The issuance of development orders and permits and available revenues shall be coordinated with the five-year schedule of the City's capital improvements to maintain adopted level of service standards.

Policy 1.4.1 - The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

Collector Roads	LOS D at peak hour
Minor Arterial Roads	LOS E at peak hour
Principal Arterial Roads	LOS D at peak hour
Backlogged Facilities	Maintain and improve with 45% degradation threshold
Sanitary Sewer Service	144 gallons per capita per day
Potable Water Service	100 gallons per capita per day
Solid Waste Collection Service	6.0 pounds per capita per day
Disposal Capacity	8.6 pounds per capita per day
Stormwater Management	New development or redevelopment, first inch of rainfall shall be retained; Discharge hydrograph for post development conditions shall be maintained within 10 percent, in terms of peak flow and total volume, of the predevelopment conditions; peak discharge from post development conditions shall not exceed peak discharge from pre-developed conditions for 100-year frequency storm of 24-hour duration. Existing development, treatment of the first inch of runoff shall be required on sites of less than 100 acres, and
Neighborhood Parks	1 acre per 1000 residents
Community Parks	2 acres per 1000 residents

Policy 1.4.2 -The City shall continue to enforce the concurrency management system in the development regulations which insures that adequate public facilities and services are available to accommodate the new development and redevelopment and that the adopted LOS standards are maintained. The concurrency management system shall include the following provisions:

- 1) All applications for development orders shall demonstrate that the proposed development does not degrade adopted levels of service in the City.
- 2) The latest point at which compliance is determined is the final development order. If no development order is required, the latest point to determine concurrency is the first development permit on a site. In no event shall the determination of concurrency be made later than the point when a specific plan for development, including densities and intensities of development, is approved or when construction or physical activity on the land is authorized if a specific plan is not involved.
 - (a) If a development order or permit is approved prior to authorization of construction or physical activity on the land, the approval must be conditioned upon the availability of adequate public facilities and services to serve the development prior to final approval to proceed with construction or physical activity.
- 3) For purposes of concurrency management, the available capacity of a facility shall be determined by:
 - (a) Adding Together the Following:
 - (1) The total capacity of existing facilities;

- (2) The total capacity of proposed facilities, if any, that will become available to serve the development. The capacity of a proposed facility shall be determined as available for potable water, sanitary sewer, solid waste and drainage if it meets any of conditions (a) and (b) below. Park and recreation capacity shall be determined as available if any of conditions (a) through (c) are met. Road capacity shall be determined as available if any of conditions (a) through (d) are met.
 - (a) The facility will be in place to serve a proposed project at the time that a development order is approved;
 - (b) The facility is under construction at the time that a development order is approved;
 - (c) The facility is the subject of a binding executed construction contract that provides for the commencement of the actual construction of the required facilities within one year of the issuance of the development order;
 - (d) In the case of road facilities, construction of such road facilities is scheduled to commence within the first three years of the five-year schedule of capital improvements in the adopted Capital Improvement Element or within the first three years of the approved five-year plan of the Florida Department of Transportation.
- b) Subtracting From That Number The Sum Of:
 - (1) The demand for the service or facility created by existing development as documented in the City's Comprehensive Plan; and
 - (2) The demand for the service or facility created by the anticipated completion of other approved developments, redevelopment, or other development activity.
- 4) Where available capacity cannot be shown, the following methods may be used to maintain adopted level of service:
 - a) The project owner or developer may provide the necessary improvements to maintain level of service.
 - b) The proposed project may be altered such that projected level of service is no less than the adopted level of service.
 - c) The City may approve the development order with conditions agreeable to both the City and the developer. Such conditions shall be sufficient to ensure that the impact of the development will not degrade the level of service of any facility to a point below the adopted level of service standard for such facility.
- 5) A determination of compliance with the provisions of this section shall be valid for as long as the development order on which the determination was based shall remain valid.
 - 6) If it is determined that adequate capacity is available for a proposed development, a Certificate of Capacity shall be issued for such development.
 - 7) The City Planning Board, with assistance from the City staff, shall prepare an annual report on the status of public facilities. The report shall include an evaluation of each facility and service indicating:

- a) The capacity available for each at the beginning of the reporting period and the end of the reporting period;
 - b) A comparison of actual capacity and levels of service to adopted levels of service from the City's Comprehensive Plan, based on annual monitoring of facility and service usage.
 - c) A forecast of the capacity for each based upon the most recently updated schedule of capital improvements in the City's Capital Improvements Element and the 5-year Work Program of the Florida Department of Transportation.
 - d) A determination whether the City is adhering to the adopted capital improvement program.
 - e) Once approved by the City Council, the annual report shall constitute prima facie evidence of the capacity and levels of service of public facilities for the purpose of issuing development orders during the twelve (12) months following approval of the annual report.
- 8) The following types of facilities and services shall be reviewed for adequacy before issuing a certificate of capacity: roads, sanitary sewer, solid waste, drainage, potable water, and recreation.
 - 9) For those projects listed in the five year capital improvement program which are needed to maintain adopted level of service standards, a comprehensive plan amendment shall be required to eliminate, defer or delay the construction or provision of the facility or service involved.

Policy 1.4.3 - Before new development or redevelopment is authorized to proceed; the City shall require that public facilities and services needed to support the impacts of development or redevelopment are adequate. Public facilities and services needed to accommodate a development or redevelopment may be phased, or the development or redevelopment may be phased, so that the public facilities and services are adequate concurrent with the impacts of development or redevelopment.

Policy 1.4.4 – The City shall maintain a water supply facilities work plan that is coordinated with St. Johns River Water Management District's District Central Springs / East Coast Regional Water Supply Plan by updating the work plan within 18 months of an update to the District's District Regional Water Supply Plan that affects the City. The City's Water Supply Facilities Work Plan is adopted by reference.

Policy 1.4.5 – Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital improvements schedule.

Policy 1.4.6 – The Capital Improvements Element will be financially feasible in accordance with state law.

Policy 1.4.7 – If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.

Policy 1.4.8 – Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.

The Purpose of the Public School Facilities Element in the Comprehensive Plan

Public schools are not only centers of learning; they are integral to the social, economic, and physical fabric of communities. The facilities that house public schools—buildings, campuses, athletic fields, and related infrastructure—require careful planning and coordination to serve students effectively and to complement community development. Overcrowded, underutilized, or poorly located schools can undermine educational outcomes and strain public resources. Conversely, well-planned school facilities can become community anchors, supporting diverse social activities and fostering neighborhood identity.

Purpose of the Public School Facilities Element

- Aligning School Capacity with Growth Projections
- Ensuring Equitable Access to Quality Education
- Promoting Smart Land Use and Sustainable Development
- Coordinating Resource Allocation and Capital Investment
- Supporting Community Engagement and Collaboration
- Fostering Safe and Healthy Learning Environments

Benefits of Integrating School Facilities Planning into the Comprehensive Plan

The integration of school facilities planning into the comprehensive plan yields numerous benefits:

- **Holistic Community Development:** Ensures that schools support and are supported by broader community goals, such as economic vitality and environmental protection.
- **Reduced Conflicts and Delays:** Minimizes land use conflicts and streamlines permitting for new or expanding schools.
- **Improved Educational Outcomes:** Provides students with modern, accessible, and well-maintained learning environments.
- **More Efficient Use of Public Resources:** Aligns investments in schools with infrastructure such as roads, utilities, and parks.
- **Enhanced Quality of Life:** Strong schools attract families, increase property values, and create a sense of community pride.

CHAPTER 9

PUBLIC SCHOOL FACILITIES ELEMENT

Goals, Objectives and Policies - Public School Facilities Element

Goal 1 - Collaborate and coordinate with the School Board of Volusia County to provide and maintain a public education system which meets the needs of Volusia County's current and future population.

Objective 1.1 – Coordination and Consistency

The City of Holly Hill shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.

Policy 1.1.1: Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Holly Hill shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and City of Holly Hill are based on consistent data.

Policy 1.1.2: The City of Holly Hill shall provide the representative with copies of all meeting agendas and staff reports.

Objective 1.2 – School Facility Siting and Availability

The City of Holly Hill shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the comprehensive plan.

Policy 1.2.1: The City of Holly Hill shall coordinate with the School Board to ensure that proposed public school facility sites are consistent with the applicable land use categories and policies of the comprehensive plan. Schools shall be permitted in all future land use classifications except for industrial land use classifications and environmentally restricted land use classifications.

Future Land Use Categories	
Low Density Residential	Schools Permitted
Low-Medium Density Residential	Schools Permitted
Medium Density Residential	Schools Permitted
High Density Residential	Schools Permitted
Mobile Home Residential	Schools Permitted
General Commercial	Schools Permitted
Wholesale Commercial & Industrial	Schools Not Permitted
Churches, Schools & Institutions	Schools Permitted
Recreation and Open Space	Schools Not Permitted
Conservation	Schools Not Permitted
Residential-Based Mixed Use	Schools Permitted
Mixed Use II	Schools Permitted
Mixed Use III	Schools Permitted

Policy 1.2.2: Coordination of the location, acquisition, phasing and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the interlocal agreement.

Policy 1.2.3: The City of Holly Hill and School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing, operating and maintaining the required improvements.

Policy 1.2.4: The City of Holly Hill shall encourage the School Board to land bank sites for future use as school facilities. The City of Holly Hill shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.

Policy 1.2.5: The City of Holly Hill shall protect schools and land banked school sites from the adverse impact of incompatible land uses by providing the School District with the opportunity to participate in the review process for all proposed development adjacent to schools.

Policy 1.2.6: In developing capital improvements plans and programs for public services, the City of Holly Hill shall consider required infrastructure to service existing and proposed schools and any land banked school sites.

Objective 1.3 – Enhance Community Design

The City of Holly Hill shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities in order to serve as community focal points and are compatible with surrounding land uses.

Policy 1.3.1: The City of Holly Hill shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.

Policy 1.3.2: The City of Holly Hill shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.

Policy 1.3.3: The City of Holly Hill shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the comprehensive plan's schedule of capital improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City of Holly Hill specifying operating procedures and maintenance and operating responsibilities.

Policy 1.3.4: The City of Holly Hill shall reduce hazardous walking conditions consistent with Florida's safe routes to school program. In conjunction with the School Board, the City of Holly Hill shall implement the following strategies:

1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools and shall connect to the neighborhood's pedestrian network.
2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school.

3. To ensure continuous pedestrian access to public schools, the City of Holly Hill shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes.
4. The City of Holly Hill shall coordinate with the Volusia Flagler Transportation Planning Organization (TPO) to maximize funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.

Policy 1.3.5: The City of Holly Hill and School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

Objective 1.4 – Coordinate Comprehensive Plan Amendment and Development Orders with School Capacity

Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School District.

Policy 1.4.1: The City of Holly Hill shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments and other land use decisions including but not limited to developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.

Policy 1.4.2: Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.

Policy 1.4.3: Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Holly Hill shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided adequate mitigation to offset the inadequacies in anticipated school capacity.

Policy 1.4.4: The City of Holly Hill shall meet at least annually with representatives from the School District and the other local governments in Volusia County to review the Public-School Facilities Element including enrollment projects. The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.

Goal 2 – Implement Public School Concurrency

The City of Holly Hill shall ensure the future availability of public school facilities to serve new development consistent with the adopted level of service standards. This goal will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools and the City of Holly Hill's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the public school system. The City of Holly Hill shall operate and maintain in a timely and efficient manner adequate public facilities for both existing and future populations consistent with the available financial resources.

Objective 2.1 – Level of Service Standards

The City of Holly Hill through coordinated planning with the School District and implementation of its concurrency management system shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service standard within the period covered by the five-year schedule of capital improvements and the long-range planning period. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 2.1.1: The level of service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows:

1. Elementary Schools: 115% of permanent Florida Inventory of School Houses (FISH) capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

Policy 2.1.3: Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

Policy 2.1.4: The City of Holly Hill and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 2.1.5: If there is a consensus to amend any level of service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level of service standard shall be amended without showing that the amended level of service standard is financially feasible and can be achieved and maintained within the facilities five-year work plan.

Objective 2.2 – School Concurrency Service Areas

The City of Holly Hill shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.

Policy 2.2.1: The concurrency service area for elementary schools shall be the elementary school attendance boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.2: The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series “Public School Facilities Element Middle School Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.3: The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series “Public School Facilities Element K-8 Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.4: The concurrency service area for high schools shall be as represented on the map series “Public School Facilities Element High School Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

Policy 2.2.5: The concurrency service area for special use schools shall be district wide.

Policy 2.2.6: The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.

Policy 2.2.7: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level of service standards shall not exceed the level of service standard within the initial five-year planning period.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

Policy 2.2.8 Within the central concurrency service areas all current and future students shall be assigned to schools designated for them as part of the School Board’s normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school’s concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. of this Element. The school board shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.

Policy 2.2.9: Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a comprehensive plan amendment consistent with the Volusia County Charter regarding school planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and the Volusia County Charter. If the project area is to be annexed by a

municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Objective 2.3 –Process for School Concurrency Implementation

In coordination with the School Board the City of Holly Hill will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Holly Hill shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

Policy 2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3. of this Element.

Policy 2.3.2: Development approval shall be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. of this Element. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.
3. The developer executes a legally binding commitment with the School Board and City of Holly Hill to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property as provided by Objective 2.4 of this Element and its supporting policies.

Policy 2.3.3: The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record on a recorded plat, existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency;
3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School Board.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years.

5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy 2.3.4: The creation of subdivisions and/or single family lots equal to or less than ten units shall be subject to school concurrency review on a grouped basis unless a letter of exemption from the School Board has been provided. The City of Holly Hill shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.

Policy 2.3.5: The City of Holly Hill shall continue to implement the school concurrency ordinance which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.

Policy 2.3.6: The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school within the affected concurrency service area consistent with the adopted level of service. The School Board may issue a certificate of school concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.

Policy 2.3.7: If the adopted level of service standard cannot be met within a particular concurrency service area as applied to an application for development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations:

1. Areas established for diversity at schools shall not be considered contiguous.
2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students requiring a transport time of fifty minutes one way as determined by School Board transportation routing staff.
3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, water body, or interstate highway that requires indirect transport of students through a third concurrency service area.
4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones including modification of existing attendance zone boundaries or creation of island zones.
5. Student transportation not in conformance with the conditions established in items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that School Board shall deem appropriate for the specific circumstances of an individual student

Policy 2.3.8: If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand:

1. Construct new school facilities
2. Construct additions to current facilities
3. Adjust program assignments to schools with available capacity
4. Modify attendance boundaries to assign students to schools with available capacity
5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.

Objective 2.4 – Proportionate Share Mitigation

The City of Holly Hill shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible work program.

Policy 2.4.1: In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.

Policy 2.4.2: Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level of service standards.

Policy 2.4.3: Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Holly Hill, and the applicant which shall be executed prior to the City of Holly Hill issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.

Policy 2.4.4: The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar for dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs.)

Policy 2.4.5: The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.

Policy 2.4.6: The cost per student station shall be the most recent actual costs per student station paid by the School Board for the equivalent school facility.

Policy 2.4.7: Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following:

1. Donation of buildings for use as a primary or alternative learning facility
2. Renovation of existing buildings for use as learning facilities
3. Funding dedicated to, or construction of permanent student stations or core capacity
4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program
5. Dedication of a school site as approved by the School Board
6. Up front lump sum payment of school impact fees
7. Up front payment of interest and other costs of borrowing
8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements
9. Payment of transportation costs associated with the movement of students as a result of overcapacity school
10. Funding assistance with acquisition of school site
11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity,
12. Establishment of an educational facilities benefit district
13. Establishment of educational facilities mitigation banks

Objective 2.5: - Capital Facilities Planning

The City of Holly Hill shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for schools.

Policy 2.5.1: In accordance with the adopted interlocal agreement the City of Holly Hill shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty year capital facilities plan.

Policy 2.5.2: The City of Holly Hill shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

Policy 2.5.3: The City of Holly Hill adopts by reference the School Board's five-year work program approved annually each September as part of the overall School Board's budget. The City of Holly Hill shall review the annual work program to verify that it is financially feasible and will maintain the level of service standards by the end of the five-year period.

Purpose of the Property Rights Element in the Comprehensive Plan

Core Purposes of the Property Rights Element

- **Protecting Individual Property Rights:** At its core, the property rights element affirms the fundamental rights of landowners to use, enjoy, and dispose of their property. It sets forth policies that protect these rights against arbitrary or unjust government action, ensuring due process and fair treatment in land use decisions.
- **2. Providing Policy Clarity:** By articulating how property rights will be respected in planning and regulatory processes, the element provides clear guidance to both officials and the public. This helps reduce uncertainty and fosters trust between the community, local government, and property owners.
- **3. Balancing Public and Private Interests:** The property rights element does not exist to give unlimited freedom to property owners. Rather, it establishes a balanced approach that considers the community's needs—such as environmental protection, urban growth, and public safety—while ensuring that regulatory actions do not constitute an unlawful taking.
- **4. Reducing Legal Challenges:** Clearly stated property rights policies help defend the comprehensive plan, and subsequent ordinances based on it, from legal challenges related to regulatory takings or due process violations. Courts are more likely to uphold land use decisions when municipalities can demonstrate that they have thoughtfully considered property rights.
- **5. Promoting Predictability and Investment:** When property owners understand how their rights are protected and what limitations may exist, they are more likely to invest in their land. Predictable, transparent land use policies can encourage beneficial development and economic growth.

How the Property Rights Element Fits into the Comprehensive Plan

A comprehensive plan is an integrated document that covers land use, transportation, housing, natural resources, economic development, and more. The property rights element interacts with all these components to ensure that none of the policies or regulations applied in these areas unjustly infringe upon private property rights.

Conclusion

The property rights element in a comprehensive plan serves as a crucial safeguard, ensuring that land use policies and regulations respect and protect individual property rights while enabling communities to pursue their shared vision for the future. By providing clear guidance, promoting fairness, and balancing competing interests, the property rights element underpins the legitimacy, effectiveness, and sustainability of comprehensive planning efforts. In doing so, it helps build communities that are not only prosperous and resilient but also just and respectful of individual liberties.

CHAPTER 10

PROPERTY RIGHTS ELEMENT

GOALS, OBJECTIVES AND POLICIES – PROPERTY RIGHTS ELEMENT

GOAL 1: - To respect judicially acknowledged and constitutionally protected private property rights.

Objective 1.1 - The City shall consider in its local decision-making a property owner's protected private property rights.

Policy 1.1.1 - The City shall consider in its local decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2 - The City shall consider in its local decision-making, the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3 - The City shall consider in its local decision-making, the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4 - The City shall consider in its local decision-making, the right of a property owner to dispose of his or her property through sale or gift.

ADDITIONAL INFORMATION

MAPS

CHARTS

TABLES

FUTURE LAND USE ELEMENT



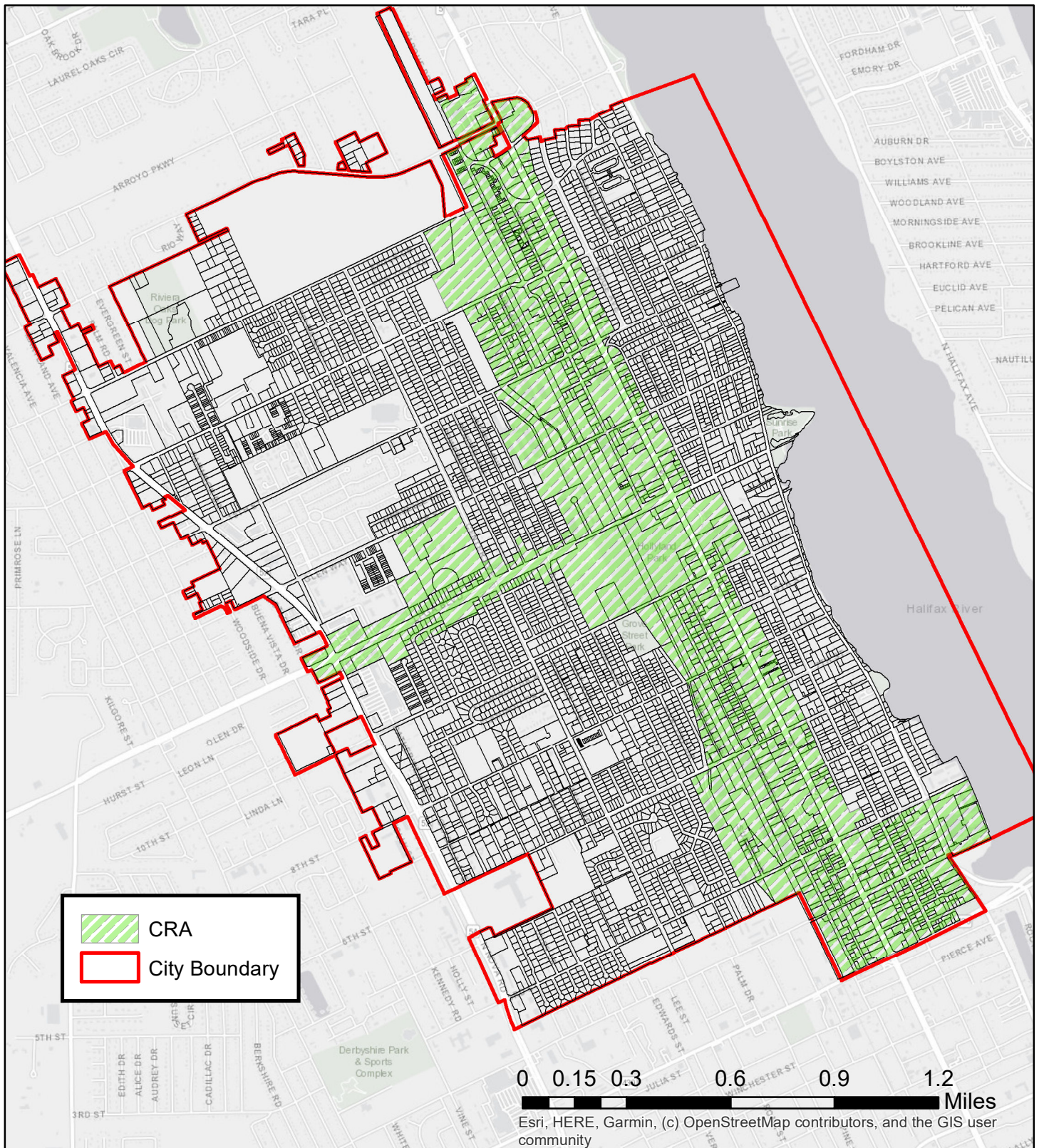
City of Holly Hill, FL

Parcels Annexed 2006-2024



City of Holly Hill, FL

Community Redevelopment Area Boundaries

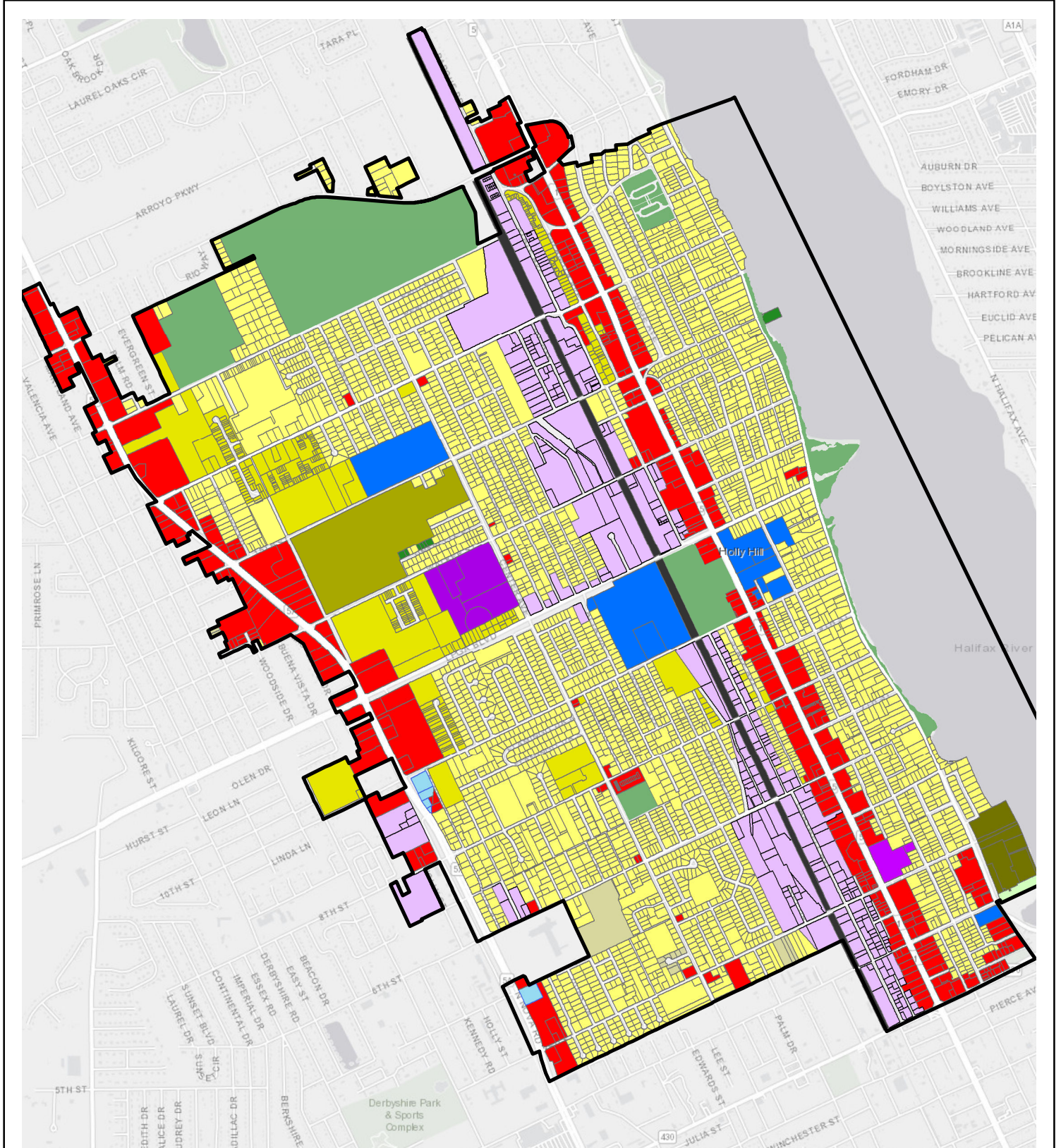




City of Holly Hill, Florida

0 0.125 0.25 0.5 0.75 Miles

Future Land Use Map 2025



FUTURE LAND USE CATAGORIES

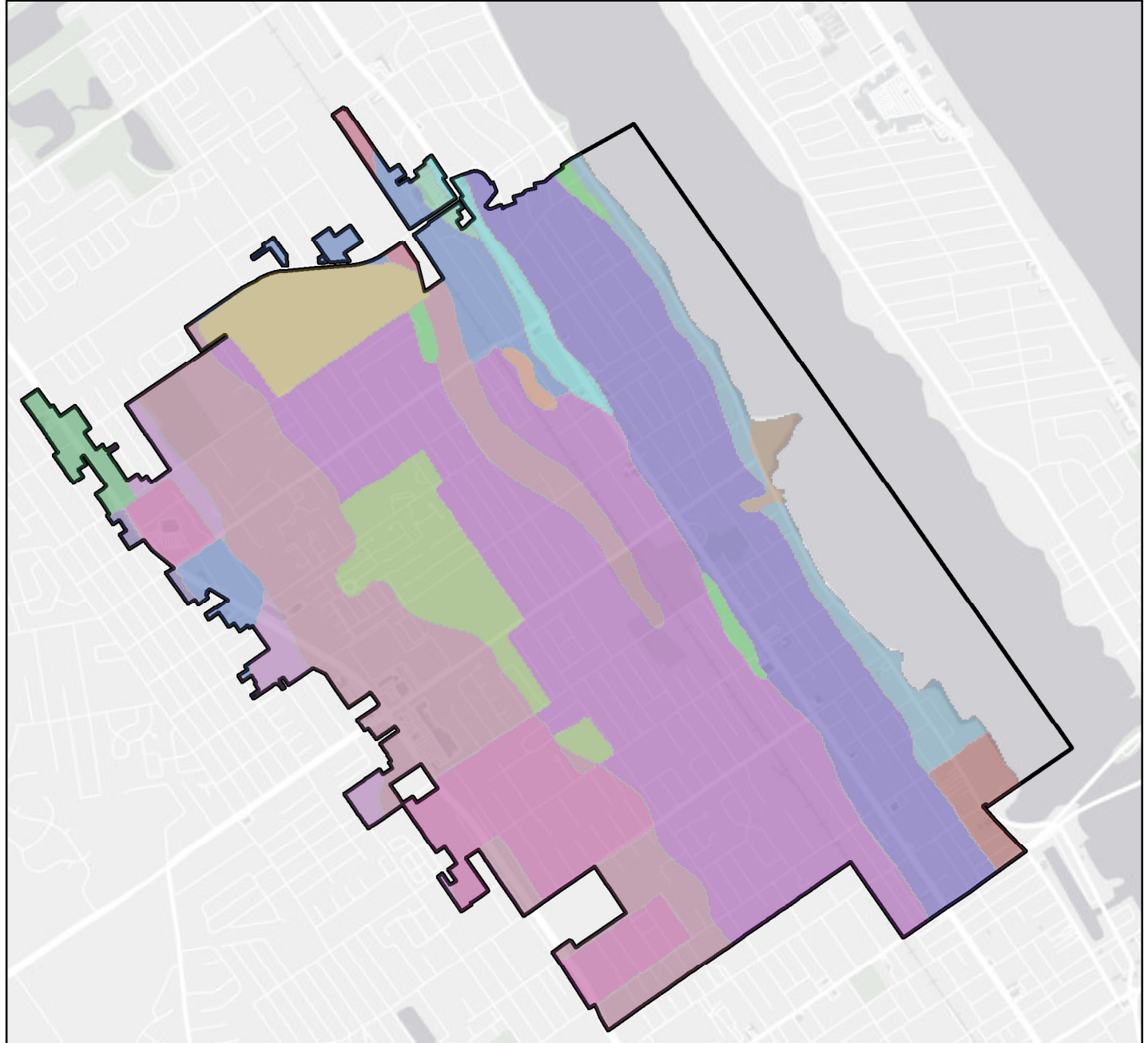
Churches Schools & Institutions	Low-Medium Density Residential	Mobile Home Residential	Retention Pond
Conservation	Medium Density Residential	Parks and Open Space	State Owned Property
General Retail Commercial	Mixed Use II	Railroad	Wholesale Commercial & Industrial
Low Density Residential	Mixed Use III	Residential-Based Mixed Use	



City of Holly Hill, FL

Soils Survey

0 0.15 0.3 0.6 0.9 1.2 Miles



Soil Types

 Arents	 Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes
 Astatula-Urban land complex, 0 to 8 percent slopes	 Myakka-Urban land complex
 Canaveral sand, 0 to 5 percent slopes	 Orsino fine sand, 0 to 5 percent slopes
 Chobee fine sandy loam	 Paola fine sand, 0 to 8 percent slopes
 Daytona sand, 0 to 5 percent slopes	 Paola-Urban land complex, 0 to 8 percent slopes
 Holopaw sand	 Turnbull variant sand
 Immokalee sand	 Tuscawilla fine sand, 0 to 2 percent slopes
 Myakka fine sand, frequently ponded, 0 to 1 percent slopes	 Tuscawilla-Urban land complex
 Myakka variant fine sand	 Urban land, 0 to 2 percent slopes

City of Holly Hill Population Projections

2025 - 13,172

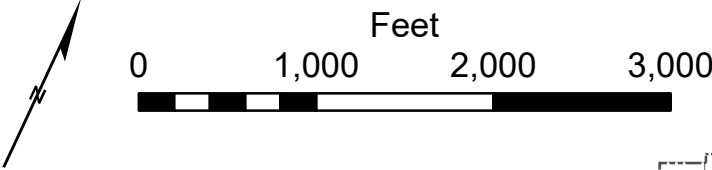
2030 - 13,462

2035 – 13,619

2045 – 13,637

Sources: Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

Flood Zone Map



Parcel Data

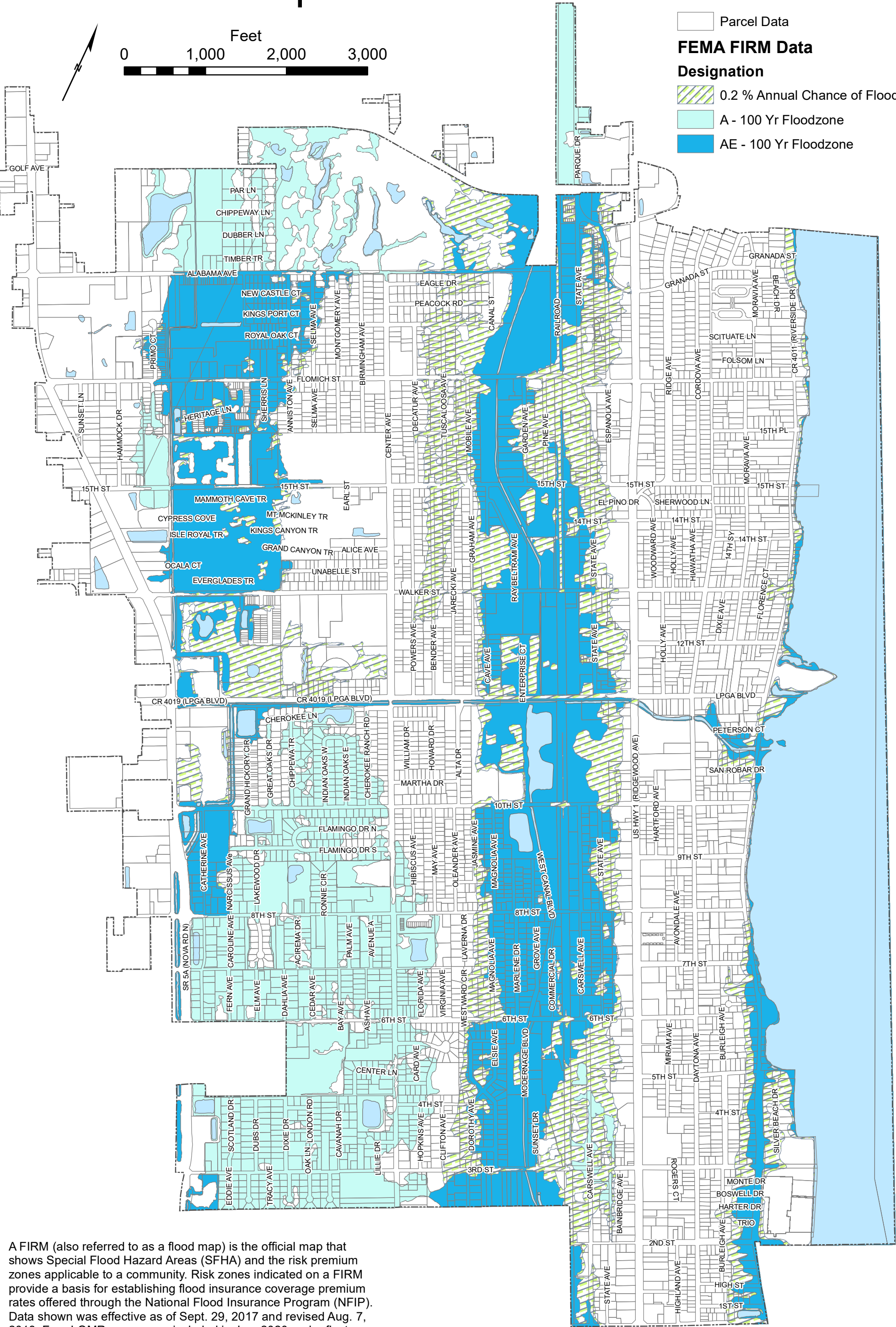
FEMA FIRM Data

Designation

0.2 % Annual Chance of Flooding

A - 100 Yr Floodzone

AE - 100 Yr Floodzone



A FIRM (also referred to as a flood map) is the official map that shows Special Flood Hazard Areas (SFHA) and the risk premium zones applicable to a community. Risk zones indicated on a FIRM provide a basis for establishing flood insurance coverage premium rates offered through the National Flood Insurance Program (NFIP). Data shown was effective as of Sept. 29, 2017 and revised Aug. 7, 2018. Four LOMR areas were included in Jan. 2020 and reflect changes ranging from Aug. 28, 2018 through Jan. 10, 2020.

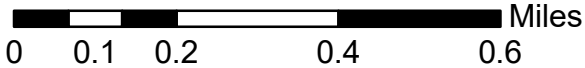
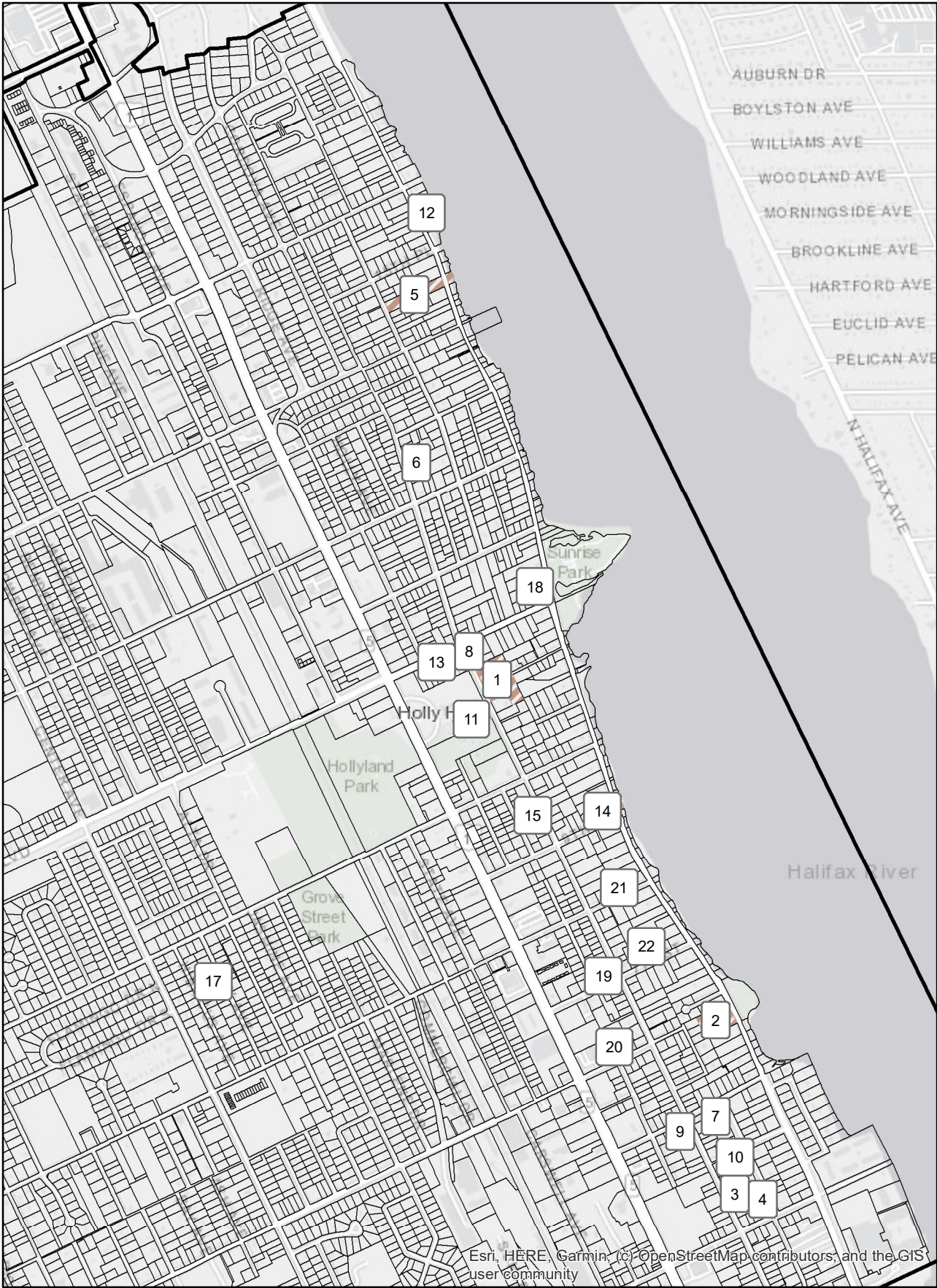
This product is not intended to be used for regulatory purposes and should only be used as a planning and visualization tool.

Future Land Use Categories	Zoning Districts																						
	CF	R-1	R2	R-3	R-4	R-5	R-6	R-7	R-8	R-9	R-10	MXD 2	MXD-3	B-1	B-2	-B3	B-4	B-5	B-6	CC-1	I-1	I-2	PUD
Low Density Residential	M	C	C	C	C	C	M	N	N	M	N	N	N	N	N	M	N	N	N	N	N	N	M
Low-Medium Density Residential	M	C	C	C	C	C	M	N	N	M	N	N	N	N	N	M	N	N	N	N	N	N	M
Medium Density Residential	M	N	N	N	N	N	C	C	C	N	N	N	N	N	N	M	N	N	N	N	N	N	M
High Density Residential	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	N	N	N	N	C
Mobile Homes	M	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	N	N	N	N	N	M
General Commercial	M	N	N	N	N	N	N	N	N	N	N	M	N	C	C	C	C	C	C	C	N	N	M
Wholesale Commercial and Industrial	M	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	M
Churches, Schools & Institutions	M	M	M	M	M	N	M	M	M	N	N	N	N	M	M	M	M	M	M	M	N	N	M
Recreation and Open Space	C	M	M	M	M	M	M	M	M	M	N	N	N	M	M	M	M	M	M	M	M	M	M
Conservation	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	M
Residential-Based Mixed Use	N	N	N	N	N	N	N	N	N	N	M	M	M	N	N	N	N	N	N	N	N	N	C
General Mixed Use	N	N	N	N	N	N	N	N	N	N	M	M	M	N	N	N	N	N	N	N	N	N	C

Key: “C” indicates the zoning classification **is compatible** with the future land use category; “M” indicates the zoning classification **may be compatible** under certain circumstances; “N” indicates the zoning classification **is not compatible** with the future land use category.

City of Holly Hill, FL

Historical Sites as of 2025



See Legend

Legal Description of Parcels with Commercial Use Limitation.

Parcels

4242-86-03-0240, 4242-86-02-0040, 4242-04-34-0220, 4242-86-02-0070, 4242-86-02-0030 4242-86-03-0260, 4242-86-02-0060, 4242-86-03-0250, 4242-86-02-0050, 4242-86-02-0011

LEGAL DESCRIPTION:

(NO. 1 - ORIGINAL OWNERSHIP OF REAR PARCEL.)

PARCEL 1:

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT AS PER MAP BOOK 1, PAGE 1, THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG SAID NORTH LINE OF LOTS 22 AND 23, A DISTANCE OF 470.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, THENCE S 17 DEGREES 57 MINUTES 09 SECONDS E ALONG THE EAST LINE OF THE NORTH 1/2 OF LOT 23, A DISTANCE OF 329.24 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF LOT 23;

THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 22 AND 23, A DISTANCE OF 470.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W A DISTANCE OF 139.14 FEET; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.00 FEET; THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E, A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W, A DISTANCE OF 69.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE NORTH ONE-HALF OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF OLD KINGS ROAD PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 129.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHERLY 129.14 FEET OF SAID LOT 22, A DISTANCE OF 150.00 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST, PARALLEL WITH THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD, A DISTANCE OF 60.24 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 06 SECONDS WEST A DISTANCE OF 150 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD; THENCE NORTH 17 DEGREES 57 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

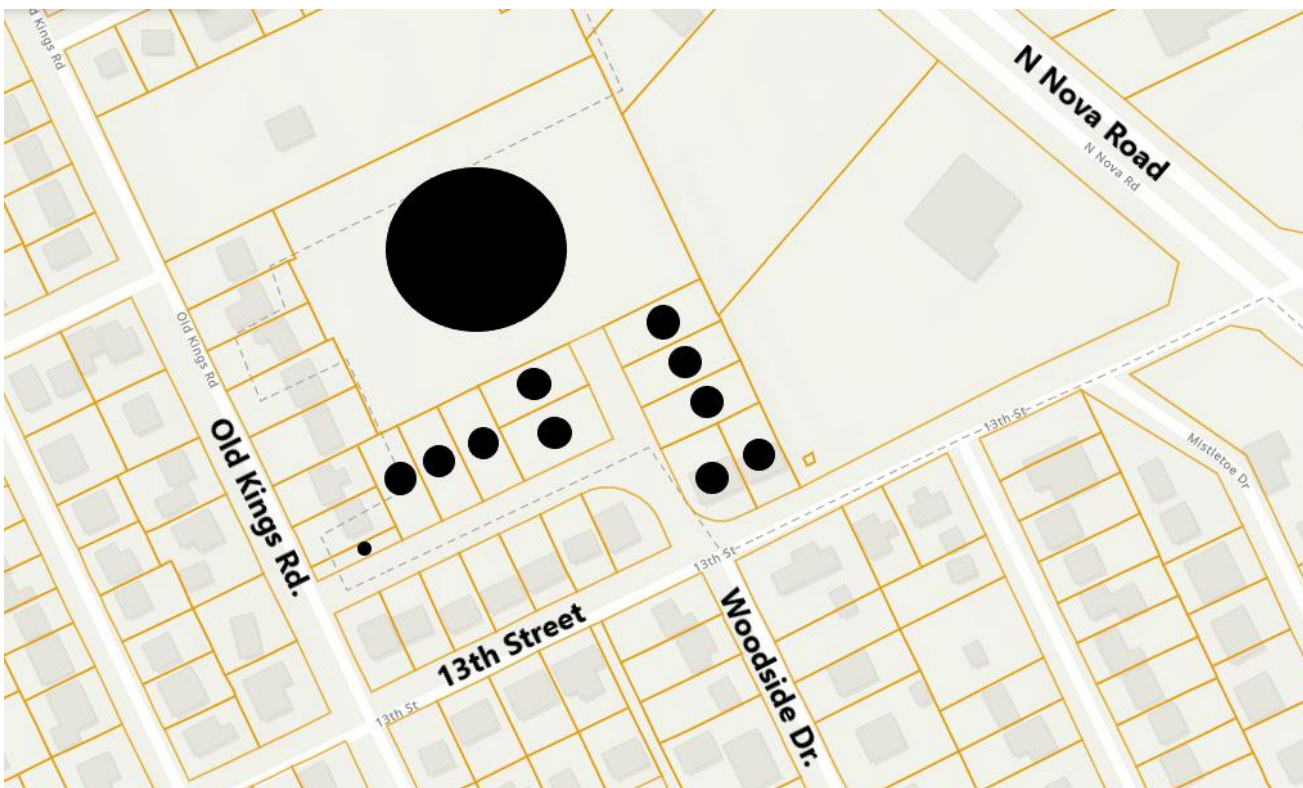
AND LESS AND EXCEPT:

THE SOUTHERLY 60 FEET OF THE NORTHERLY 129.14 FEET OF THE WESTERLY 190.00 FEET OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE WESTERLY 40.00 FEET THEREOF NOW A PART OF THAT RIGHT-OF-WAY EASEMENT PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

LOT 1, EXCEPT THE NORTH 50.22 FEET, AND ALL OF LOTS 3, 4, 5, 6 AND 7, BLOCK B, AND LOTS 24, 25 AND 26, BLOCK C, AMENDED PLAN OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL CONTAINING 5.19 ACRES, MORE OR LESS.

PARCELS WITH "BLACK DOT" ARE DESCRIBED ABOVE AND SUBJECT TO A COMMERCIAL DEVELOPMENT RESTRICTION OF STORAGE USES CONSISTING OF MINI-WAREHOUSE, VEHICLE/TRAILER, AND OUTDOOR COVERED STORAGE USES, LIMITED TO THE TRAFFIC GENERATING EQUIVALENT OF 700 PERSONAL STORAGE UNITS.



Vacant Land Residential Carrying Capacity - 2025

Future Land Use	Max Density	Acres	Gross Density (Dwelling Units)	Gross Population
Low Density Residential	6	23.88	143	315
Low/Med Density Residential	10	48.78	487	1,071
Med. Density Residential	19	20.22	384	844
Residential Based Mixed Use	35	5.22	182	400
Mixed Use II nka General Mixed Use	35	20.91	731	1,608
	Total:	119.01	1,927	4,238

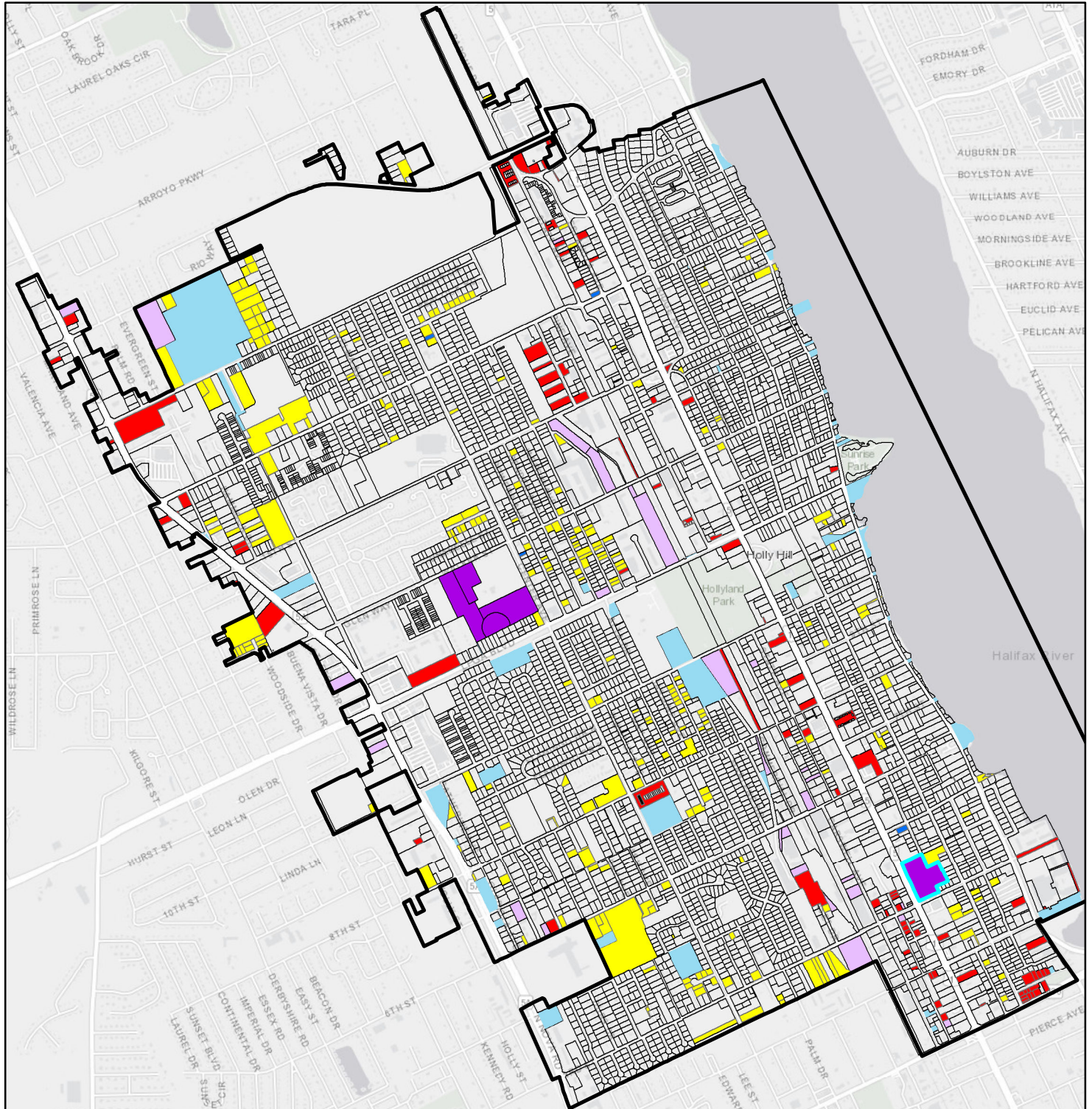
Source: City of Holly Hill Planning Division, GIS



City of Holly Hill, FL

Vacant Property Inventory 2025

0 0.15 0.3 0.6 0.9 1.2 Miles



Vacant Property Types

- | | | |
|---|--|---|
|  Vacant Commercial |  Vacant Industrial |  Vacant Mixed Use |
|  Vacant Governmental |  Vacant Institutional |  Vacant Residential |

the GIS user

TRANSPORTATION ELEMENT



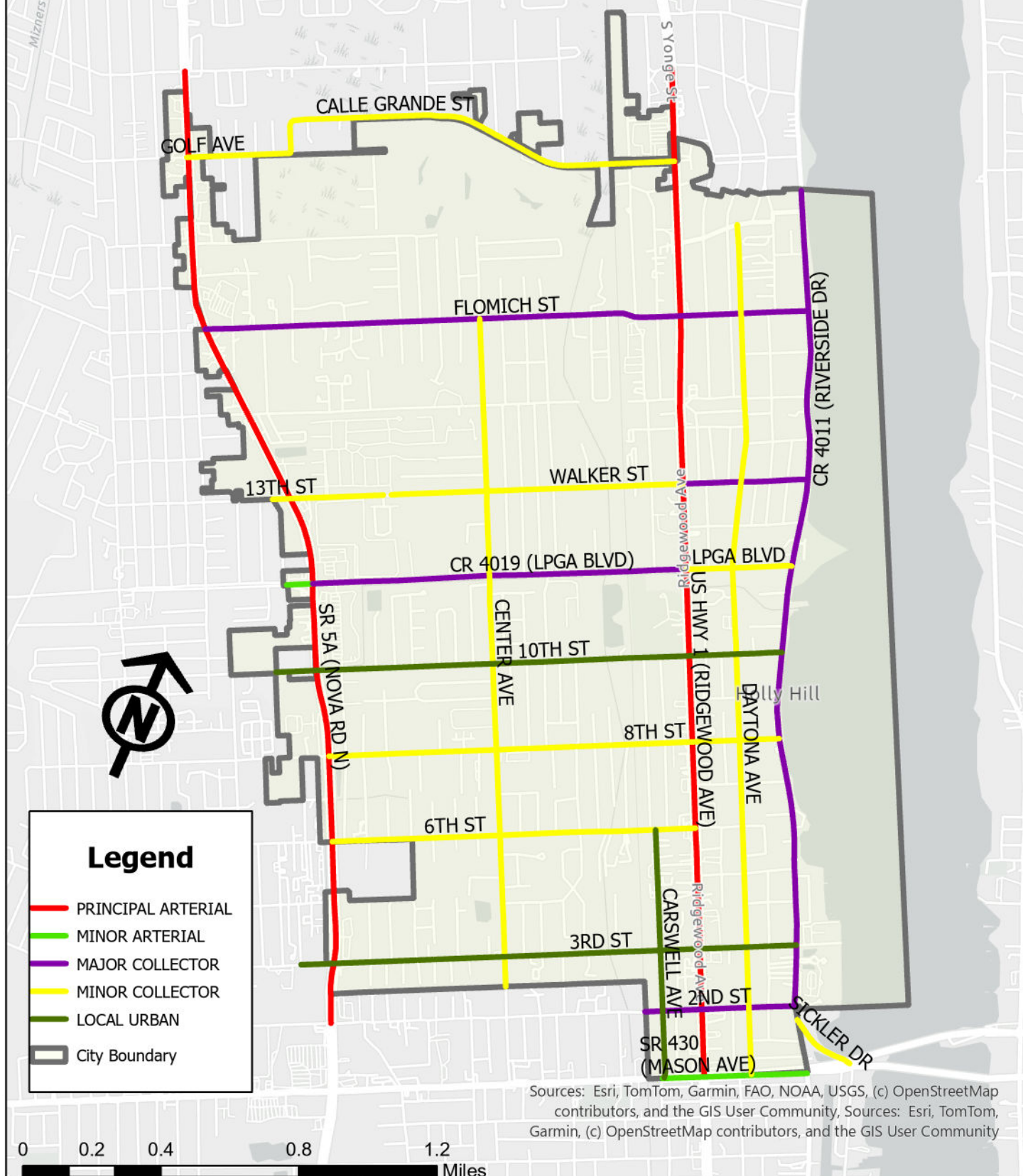


Source: Volusia County Emergency Management
Holly Hill Planning and GIS



Ormond
Beach

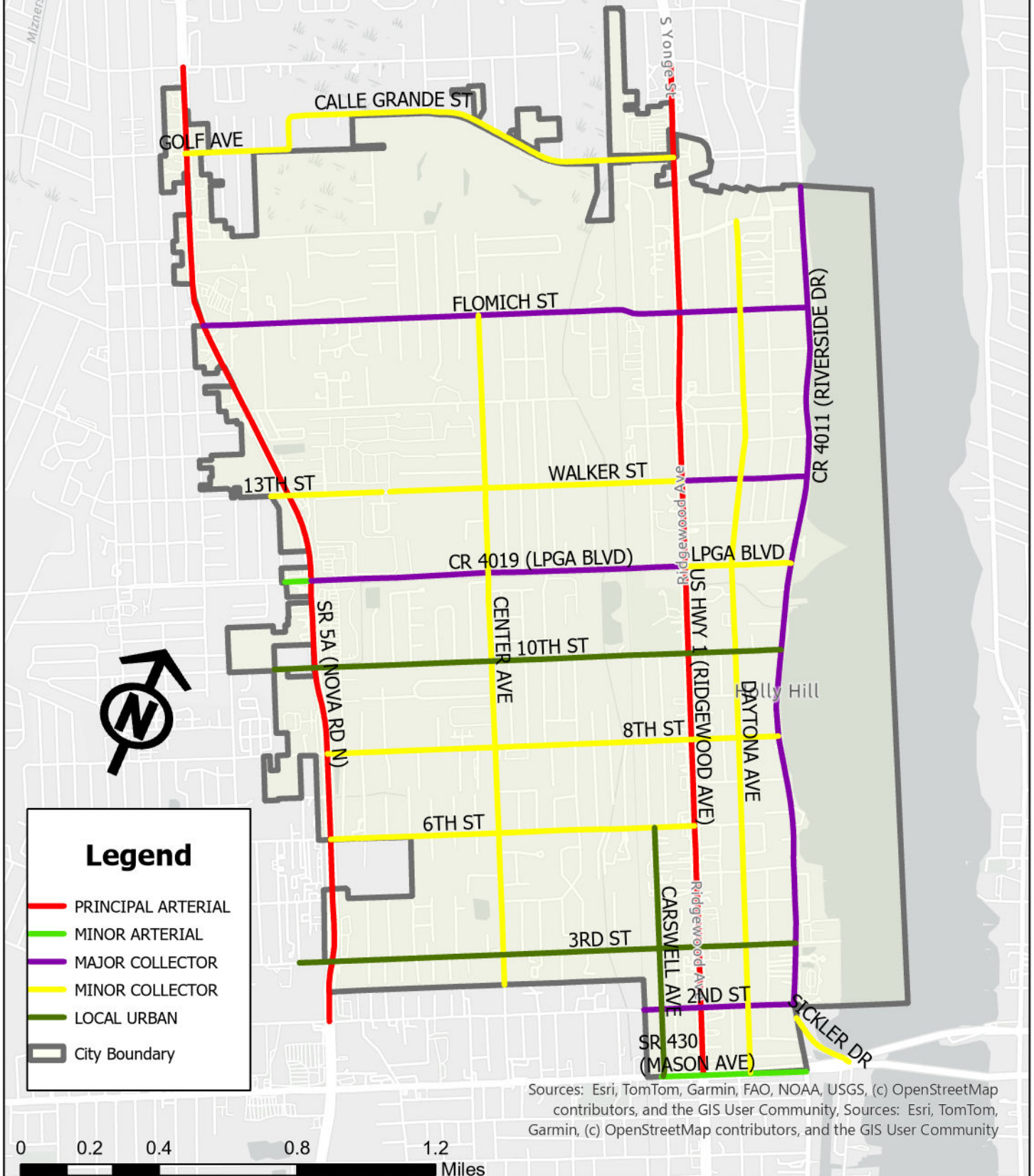
City of Holly Hill Functional Classification Map



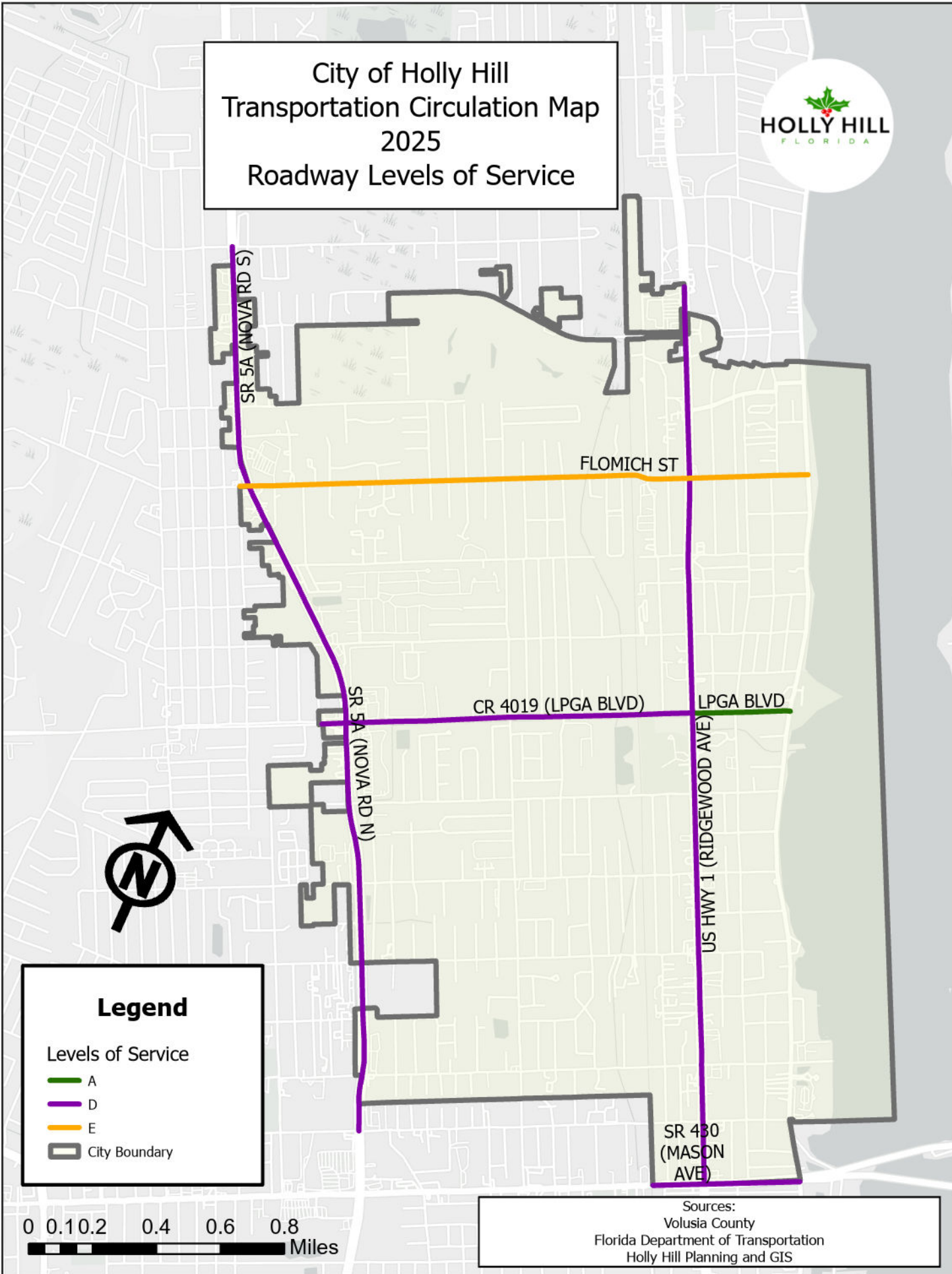


Ormond
Beach

City of Holly Hill Future Traffic Circulation Map

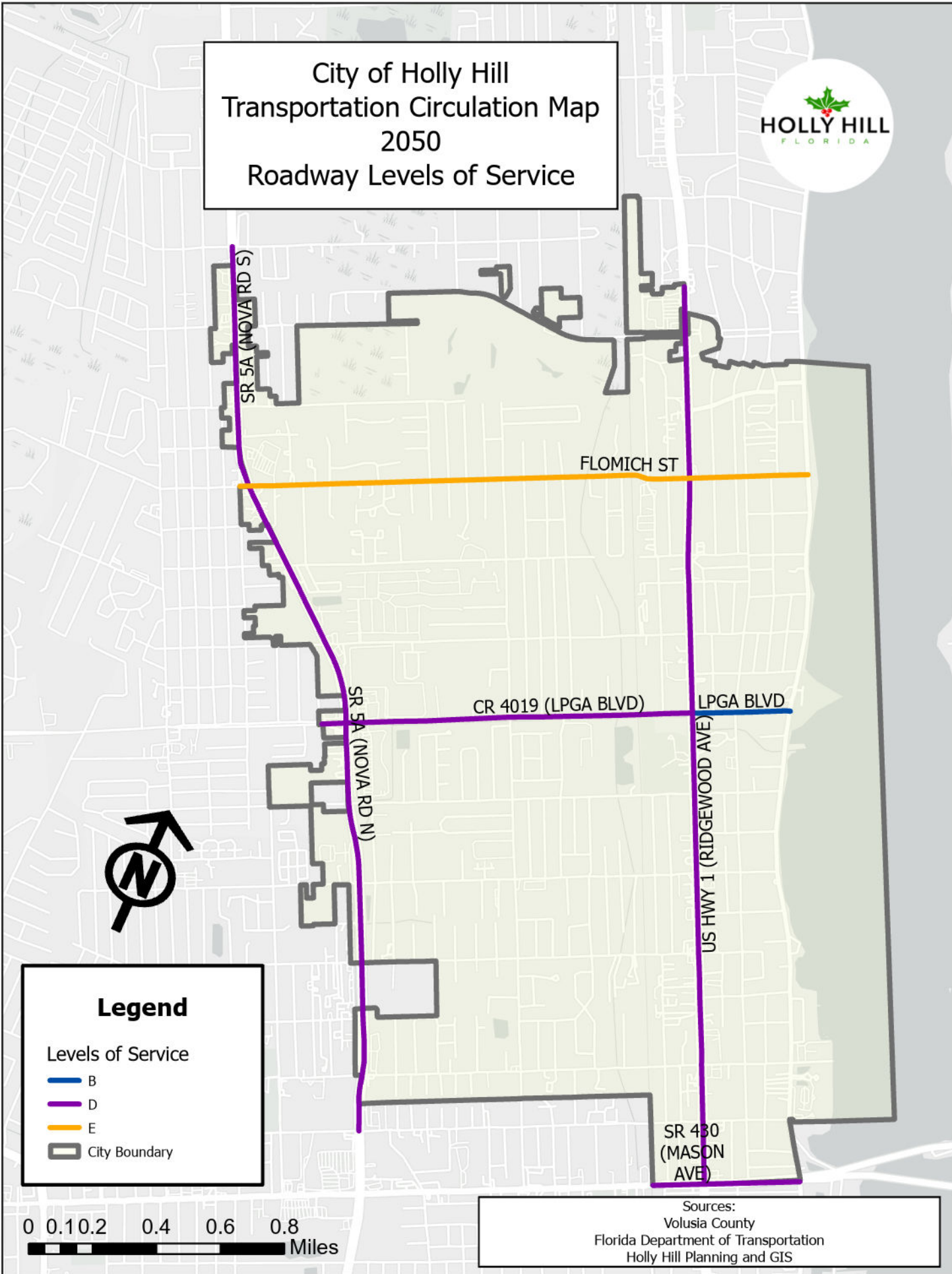


City of Holly Hill
Transportation Circulation Map
2025
Roadway Levels of Service



Sources:
Volusia County
Florida Department of Transportation
Holly Hill Planning and GIS

City of Holly Hill
Transportation Circulation Map
2050
Roadway Levels of Service



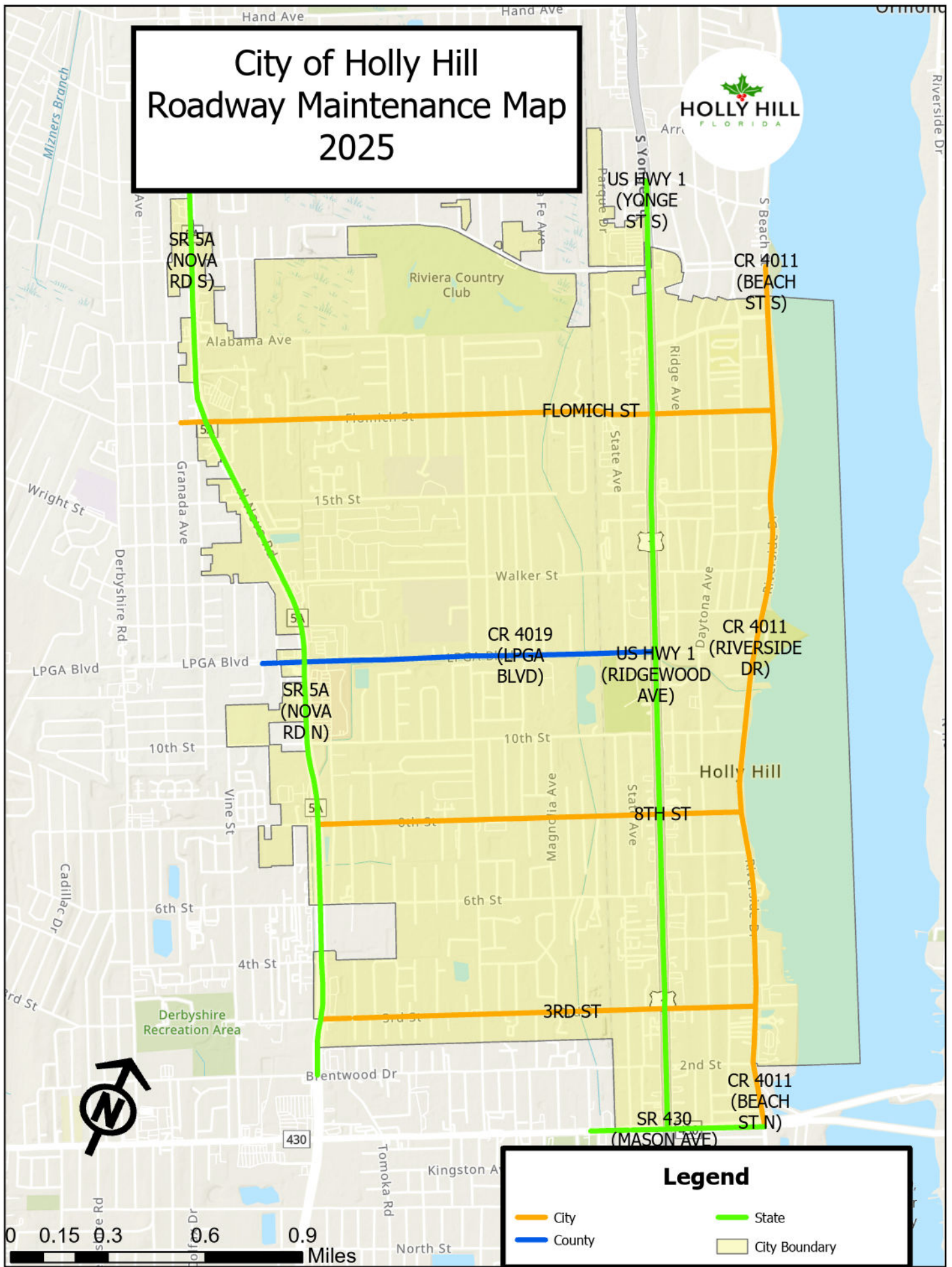
Legend

Levels of Service

- B
- D
- E
- City Boundary

0 0.1 0.2 0.4 0.6 0.8
Miles

Sources:
Volusia County
Florida Department of Transportation
Holly Hill Planning and GIS



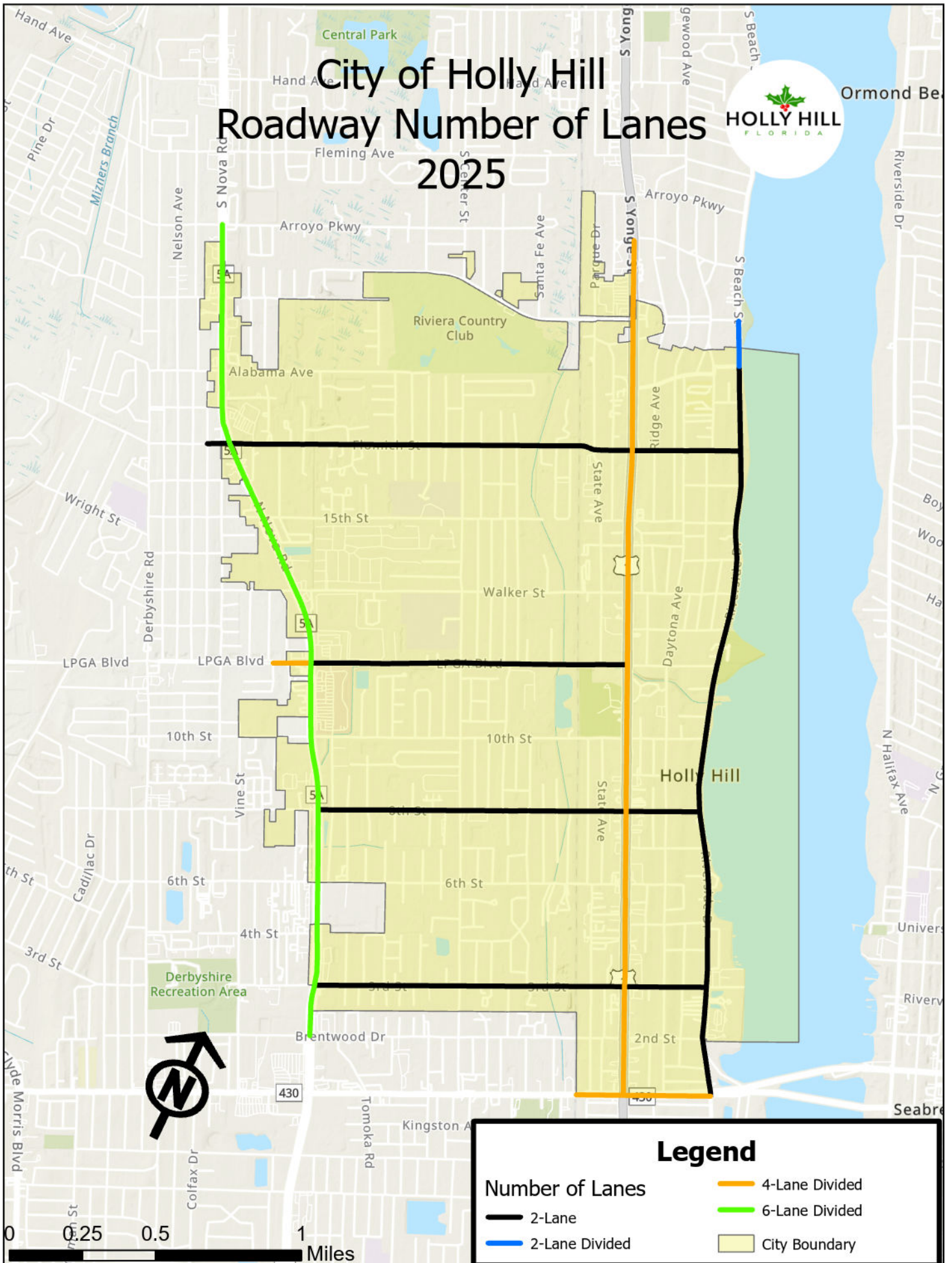
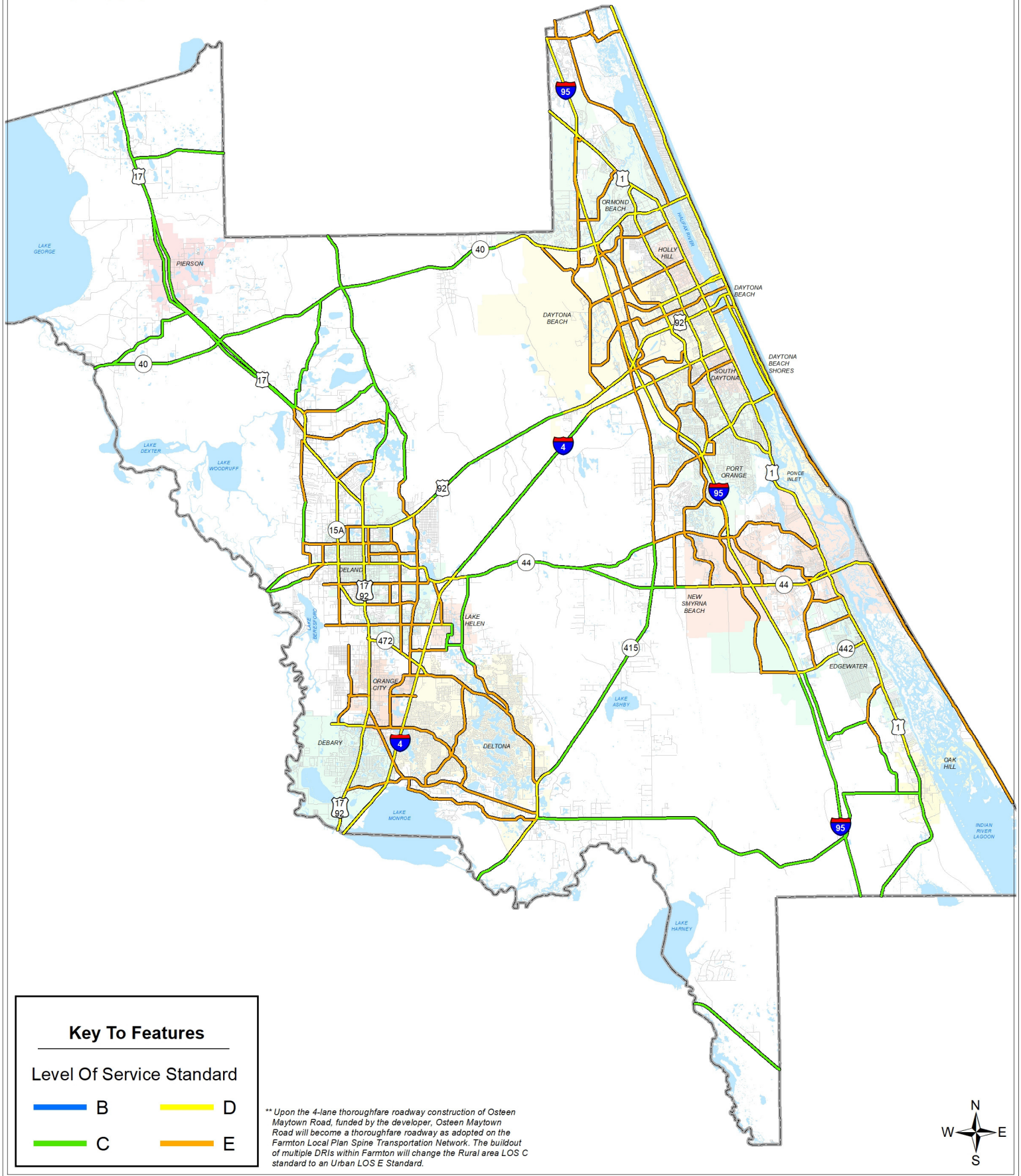


Figure 2-3 (Final with Adoption) Roadway Level of Service Standard 2035 Map Volusia County, Florida

(Consistent with Figure 2-1 Thoroughfare
Roadways Map proposed amendments)



UTILITIES ELEMENT



Holly Hill Wastewater Plant Flows (Historical and Projected)

Data Source - 5Yr Operating Permit Renewal - Permit # FL027677 dated 2023

TABLE 3-1: PROJECTED AVERAGE ANNUAL DAILY INFLUENT FLOW

Population	Year	Total Flow Through Plant AADF (MGD)	Permitted Max AADF
12,178	2014	1.74 *	3.000
12,308	2015	1.55 *	3.000
12,438	2016	1.67 *	3.000
12,568	2017	1.77 *	3.000
12,698	2018	2.06 *	3.000
12,828	2019	1.81 *	3.000
12,958	2020	1.88 *	3.000
12,975	2021	1.90 *	3.000
12,992	2022	1.87 *	3.000
13,010	2023	1.87	3.000
13,091	2024	1.89	3.000
13,172	2025	1.90	3.000
	2026	1.92	3.000
	2027	1.94	3.000
	2028	1.96	3.000
	2029	1.97	3.000
13,462	2030	1.99	3.000
	2031	2.01	3.000
	2032	2.02	3.000
	2033	2.04	3.000
	2034	2.06	3.000
13,619	2035	2.08	3.000
13,637	2045	2.25	3.000

* Historical Data

Holly Hill Wastewater Utility has sufficient capacity for sewer treatment through the 2045 planning window based on the population.

The Plant is permitted for an annual average flow of 3 million gallons per day.

The average flow in 2045 is 2.22 million gallons per day.

Water Per Capita for Holly Hill Water Plant					
Pop.	Year	Annual Average MGD	Permitted Max	CUP Annual Average MDG	Gals Per Capita Per Day
12178	2014	0.933	2.300	1.6	77 *
12308	2015	0.926	2.300	1.61	75 *
12438	2016	0.998	2.300	1.61	80 *
12568	2017	1.022	2.300	1.62	81 *
12698	2018	1.127	2.300	1.63	89 *
12828	2019	1.099	2.300	1.63	86 *
12958	2020	1.072	2.300	1.65	83 *
12975	2021	1.112	2.300	1.65	86 *
12992	2022	1.099	2.300	1.67	85 *
13010	2023	1.127	2.300	1.67	87 *
13091	2024	1.164	2.300	1.68	89 *
13172	2025	1.3172	2.300	1.68	100 **
				1.69	
				1.7	
				1.7	
13462	2030	1.3462	2.300	1.7	100 **
13619	2035	1.3619	2.300	1.7	100 **
13637	2045	1.3637	2.300	1.7	100 **

CUP Renewal

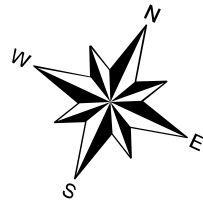
* Historical Data

** Estimated Gals Per Capita Per Day = 100 Gals

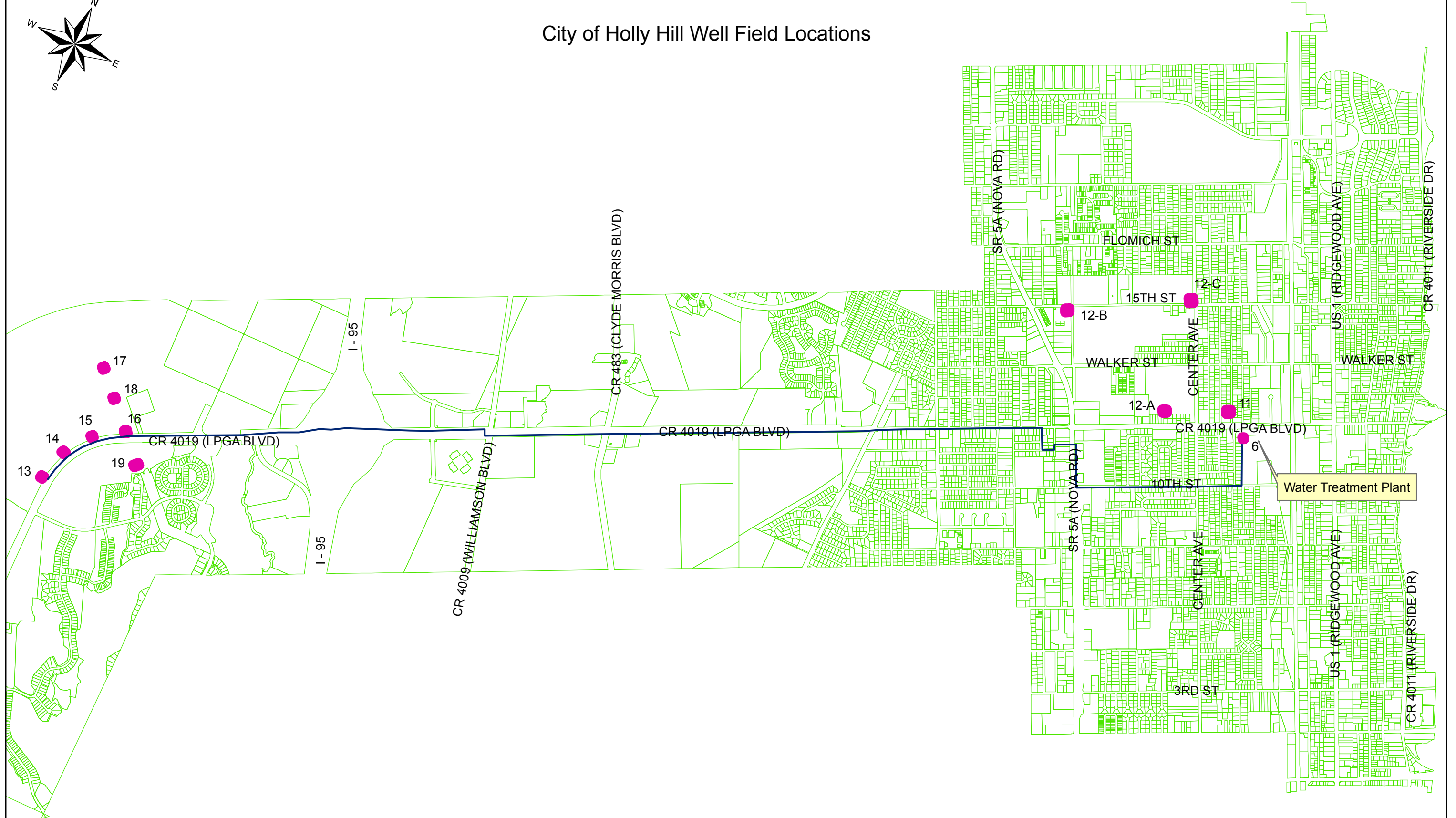
Holly Hill water Utility has sufficient capacity for community drinking water through the 2045 planning window based on the population.

The Plant is permitted for an annual average flow of 2.3 million gallons per day with annual Consumptive Use Permit of an average of 1.7 million gallons of groundwater.

The average flow in 2045 is 1.38 million gallons per day.

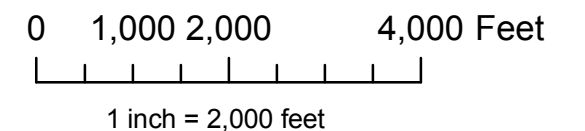


City of Holly Hill Well Field Locations



Legend

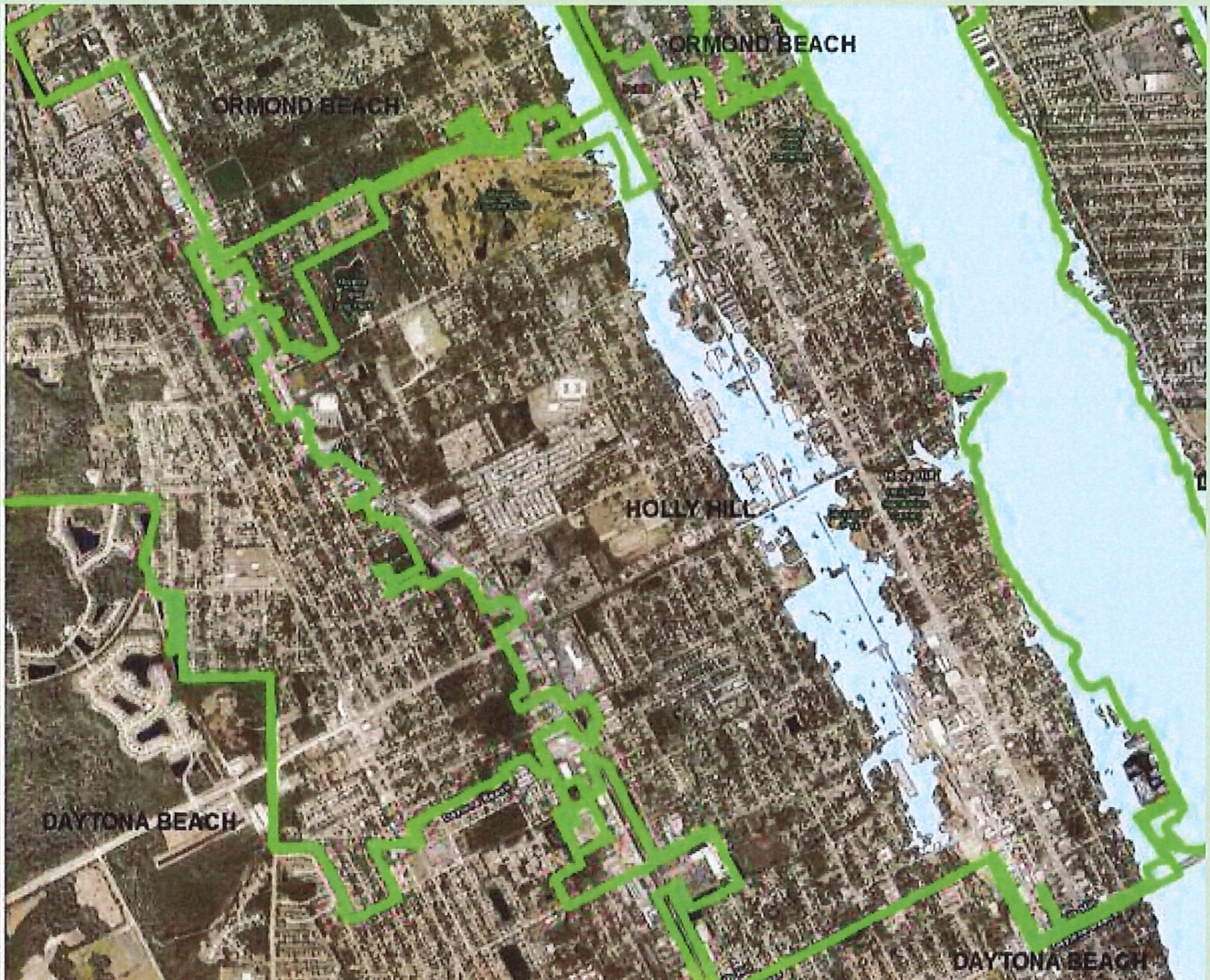
- Potable Well Fields
- Raw Water Line



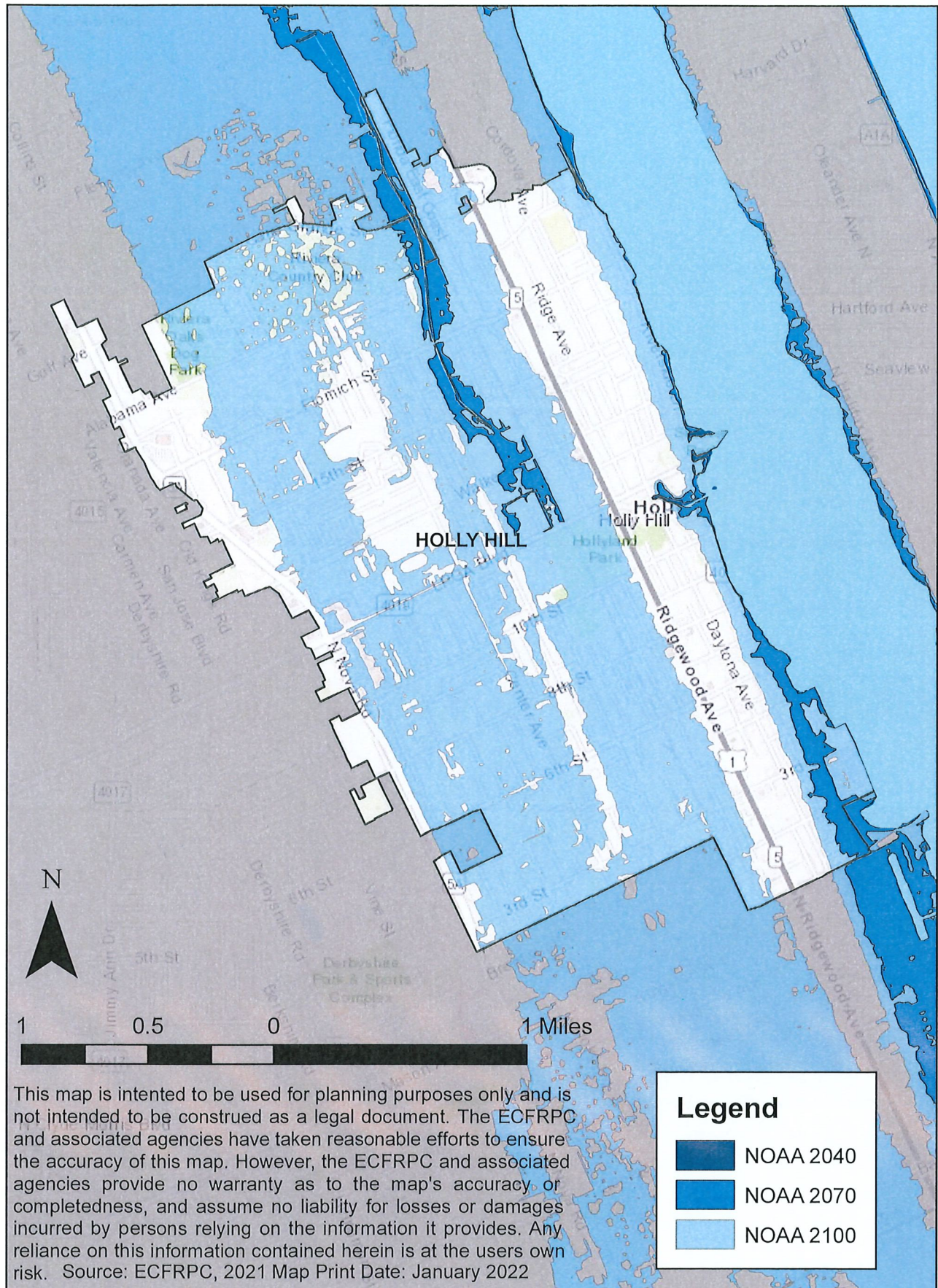
COASTAL MANAGEMENT AND CONSERVATION ELEMENT



CITY OF HOLLY HILL
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021 COASTAL HIGH HAZARD AREAS MAP

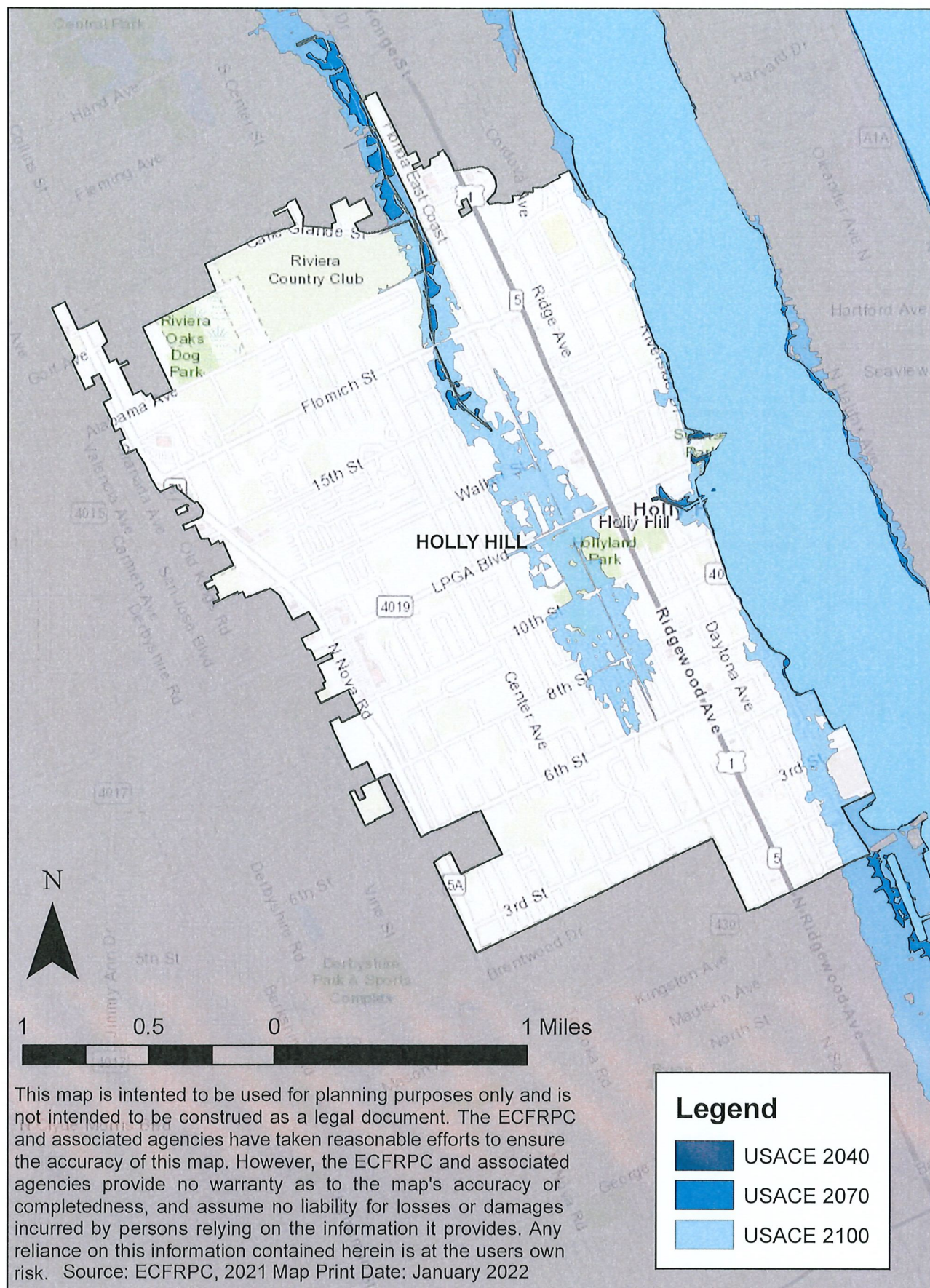


Holly Hill Projected Sea Level Rise (NOAA)



This map is intended to be used for planning purposes only and is not intended to be construed as a legal document. The ECFRPC and associated agencies have taken reasonable efforts to ensure the accuracy of this map. However, the ECFRPC and associated agencies provide no warranty as to the map's accuracy or completeness, and assume no liability for losses or damages incurred by persons relying on the information it provides. Any reliance on this information contained herein is at the users own risk. Source: ECFRPC, 2021 Map Print Date: January 2022

Holly Hill Projected Sea Level Rise (USACE)



CITY OF HOLLY HILL

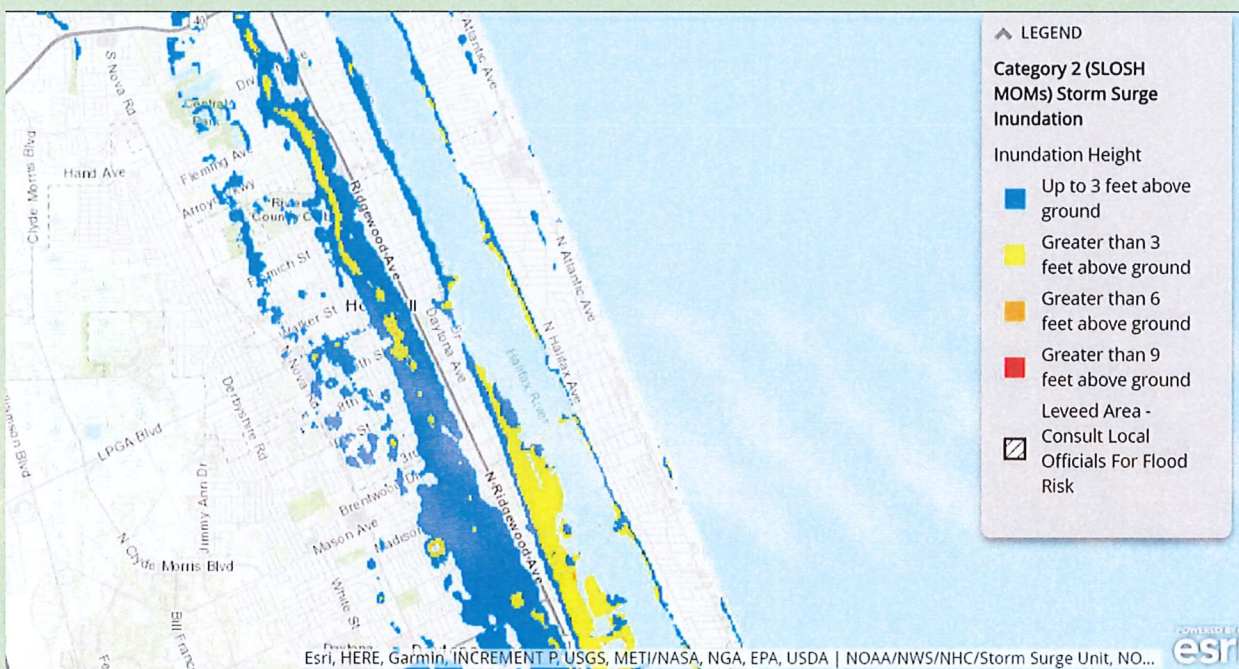
NATIONAL WEATHER SERVICE - SLOSH MODEL

Storm Surge Inundation from Category 1 through Category 5 Storm

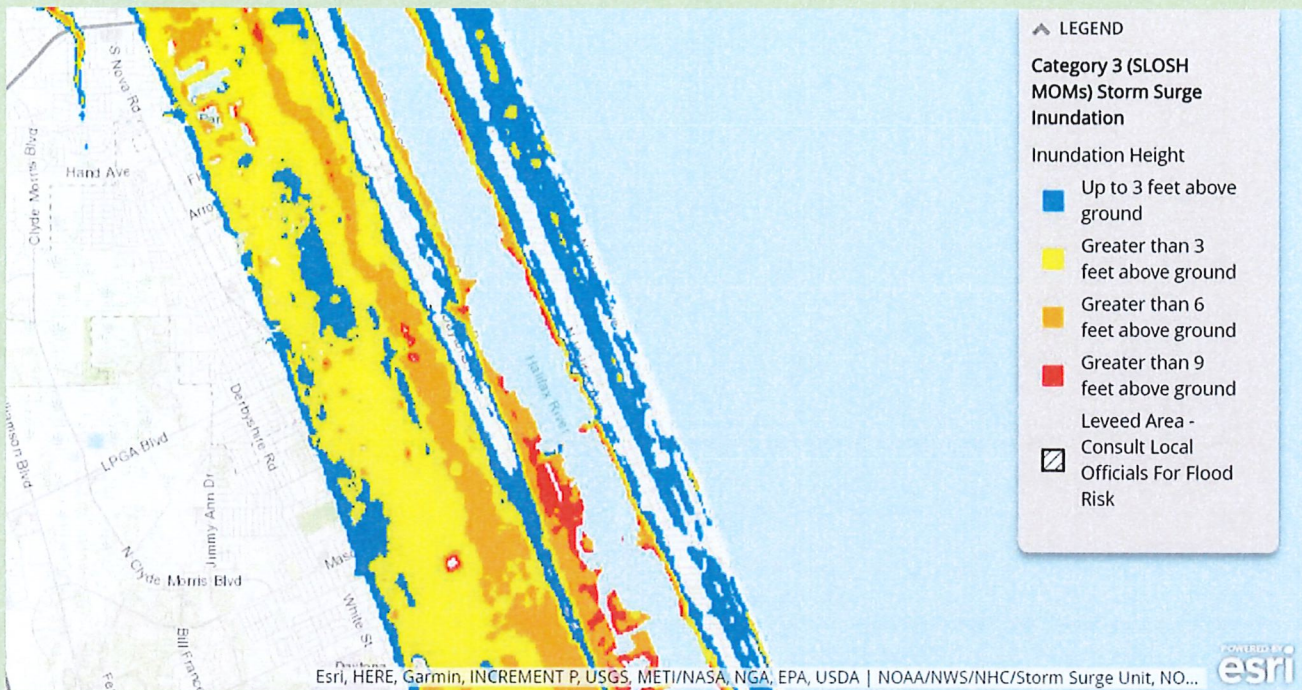
Category 1



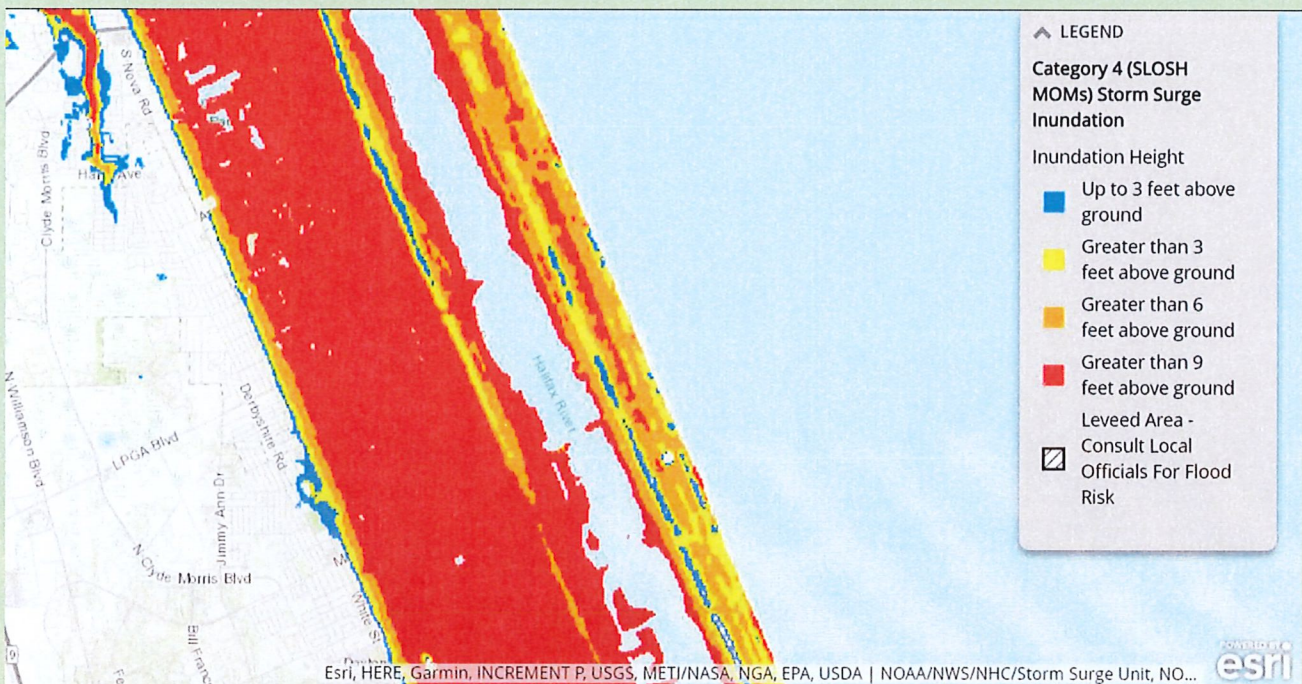
Category 2



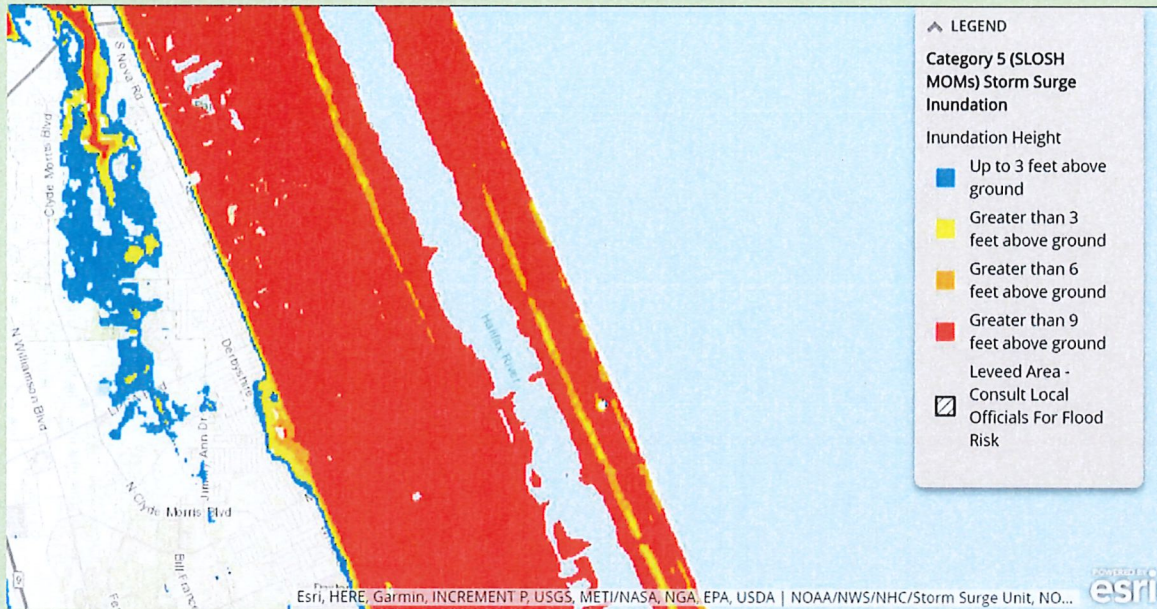
Category 3



Category 4



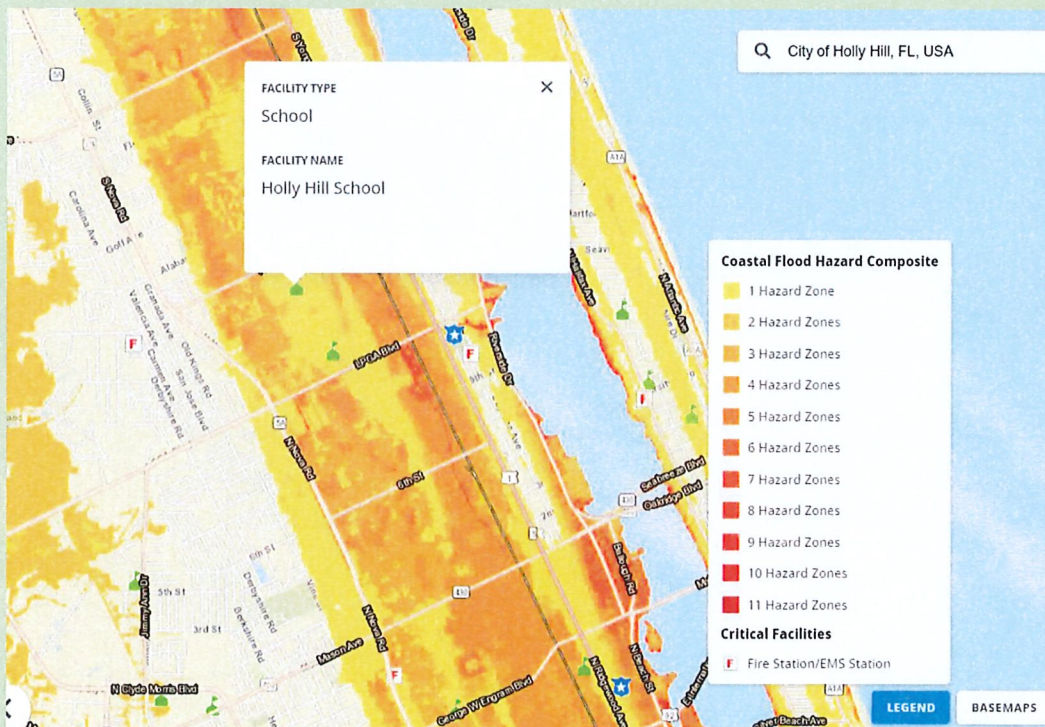
Category 5

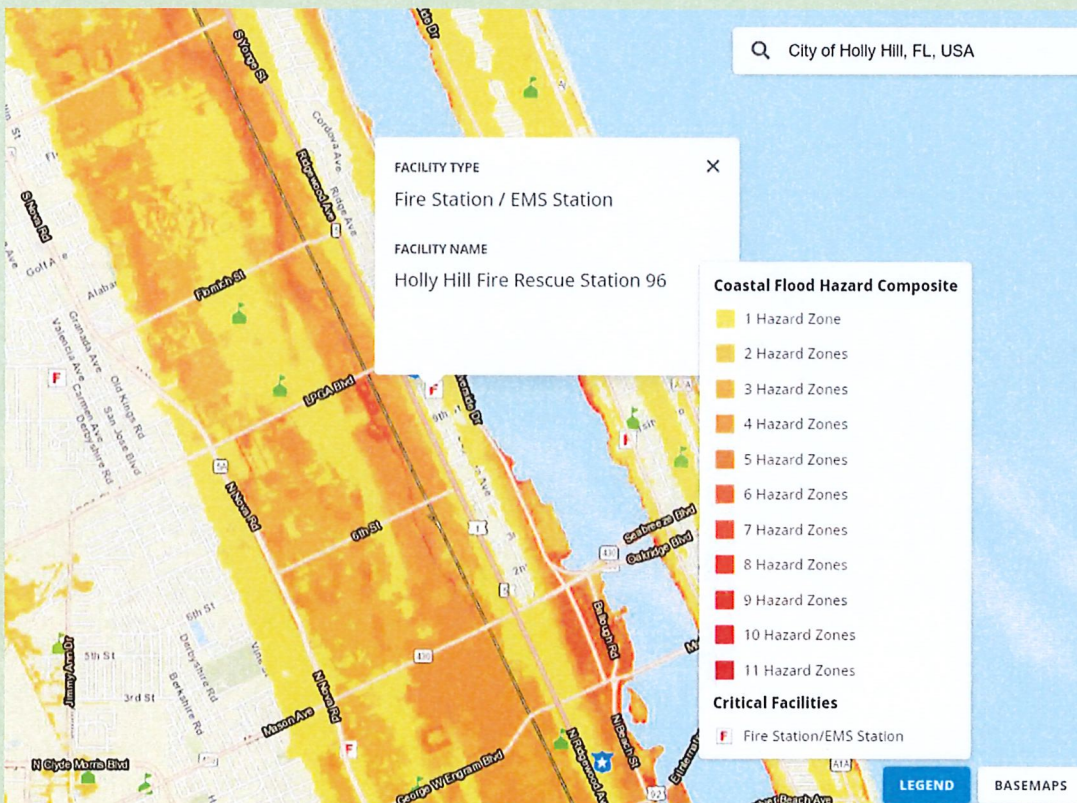
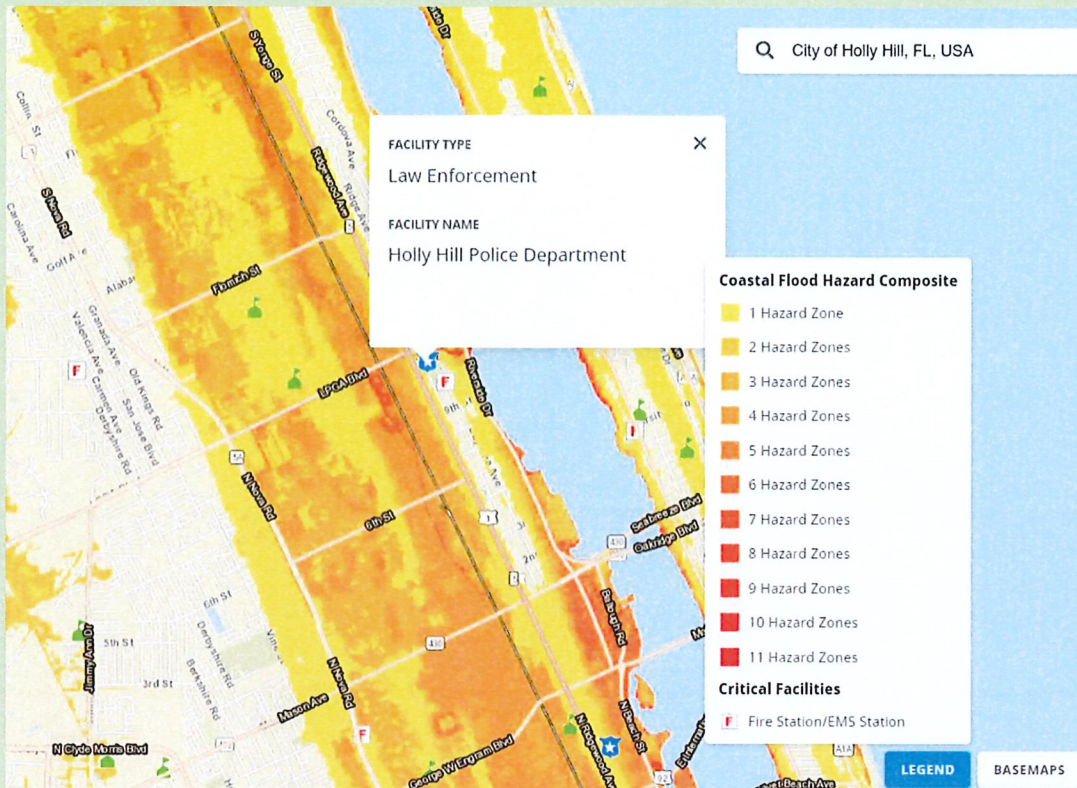


NOAA'S Coastal Flood Exposure Mapper.

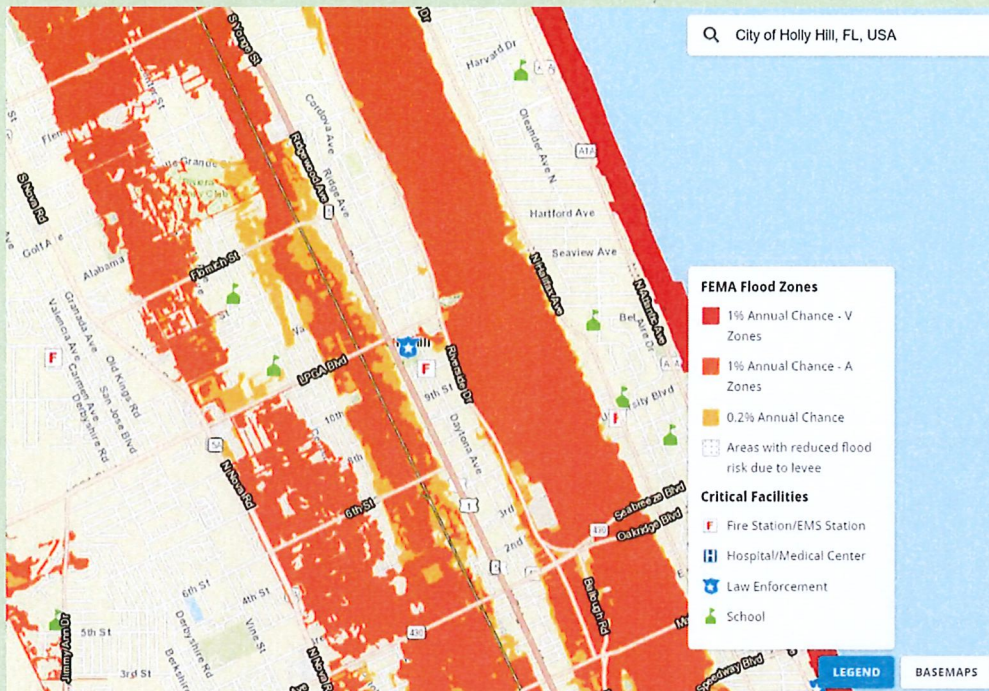
Coastal Flood Areas Composite with Critical Infrastructure

Areas of critical infrastructure were located and their susceptibility to flooding was assessed using NOAA'S Coastal Flood Exposure Mapper.

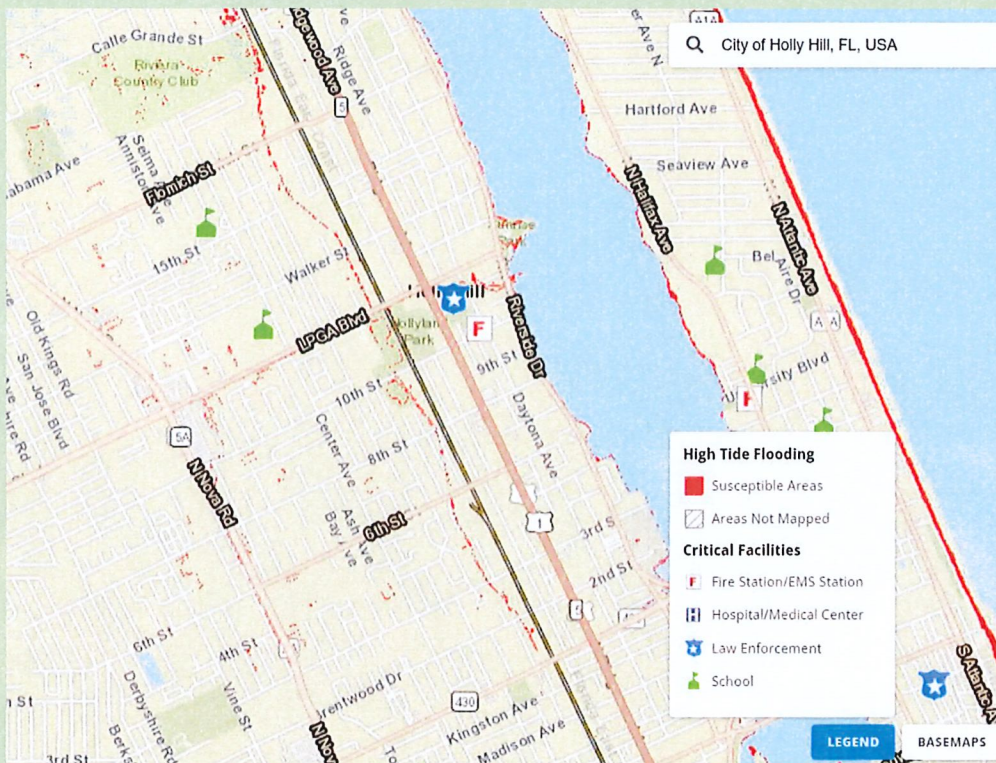




FEMA Flood Map with Critical Facilities



High Tide Flooding – canals and coast are most susceptible



CAPITAL IMPROVEMENTS ELEMENT



CAPITAL IMPROVEMENTS ELEMENT												
TABLE 1: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS												
	Funding Source	Funded/ Unfunded	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	5 Year Estimated Cost				
Physical Environment												
Utilities - Water												
Distribution: Galvanized Pipe Replacement	Utilities/Wtr	Unfunded	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$3,000,000.00				
Fire Hydrant Replacement Project	Utilities/Wtr	Unfunded	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$220,000.00				
16" Softener Valve Replacement	Utilities/Wtr	Unfunded	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00				
Slaker Rehabilitation	Utilities/Wtr	Unfunded	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00				
(7) Well Check Valves Provided & Installed	Utilities/Wtr	Unfunded	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00				
(4) Local Well Cleaning & Painting Project	Utilities/Wtr	Unfunded	\$18,000.00		\$0.00	\$0.00	\$0.00	\$18,000.00				
Well Refurbishment Project	Utilities/Wtr	Unfunded	\$0.00	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$170,000.00				
Water Mixing & Aeration Improvements	Utilities/Wtr	Unfunded	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00				
Skid Steer w/ attachments	Utilities/Wtr	Unfunded	\$0.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00				
Tank 5-Year Compliance	Utilities/Wtr	Unfunded	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00				
Ford Transit Van	Utilities/Wtr	Unfunded	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00				
Ford Transit Van	Utilities/Wtr	Unfunded	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00				
Utilities - Water Subtotal			\$727,000.00	\$900,000.00	\$775,000.00	\$730,000.00	\$645,000.00	\$3,777,000.00				
Utilities - Wastewater												
Lift Station Pump Replacements	Utilities/Wwtr	Unfunded	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$400,000.00				
Resurface/Seal Manhole Walls	Utilities/Wwtr	Unfunded	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$750,000.00				
Sewer Lining	Utilities/Wwtr	Unfunded	\$50,000.00	\$100,000.00	\$100,000.00	\$250,000.00	\$250,000.00	\$750,000.00				
Force Main Trunking	Utilities/Wwtr	Unfunded	\$600,000.00	\$80,000.00	\$400,000.00	\$0.00	\$0.00	\$1,080,000.00				
Replacement Blower	Utilities/Wwtr	Unfunded	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00				
BTU Grit Removal	Utilities/Wwtr	Unfunded	\$160,000.00	\$0.00	\$0.00	\$0.00	\$160,000.00	\$320,000.00				
Lift Station #21 Refurbishment	Utilities/Wwtr	Unfunded	\$50,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00				
Equalization Pumps	Utilities/Wwtr	Unfunded	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$90,000.00				
SB 64 Compliance	Utilities/Wwtr	Unfunded	\$470,000.00	\$250,000.00	\$200,000.00	\$250,000.00	\$200,000.00	\$1,370,000.00				
500 Gallon Gas Tank	Utilities/Wwtr	Unfunded	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00				
Generator Switch Gear Rehab	Utilities/Wwtr	Unfunded	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00				
Solids Handling Building - Re-roof	Utilities/Wwtr	Unfunded	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00				
Wastewater Tower - Re-roof	Utilities/Wwtr	Unfunded	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00				
Control Panels Solids Handling	Utilities/Wwtr	Unfunded	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00				
Utilities - Wastewater Subtotal			\$1,682,000.00	\$1,320,000.00	\$1,110,000.00	\$730,000.00	\$840,000.00	\$5,682,000.00				
Utilities - Stormwater												
Pipe Lining - Stormwater Pipes	Stormwtr/Cap	Unfunded	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,000,000.00				
CDBG-DR Lining of Stormwater Pipes	Stormwtr/Cap	Unfunded	\$1,020,294.74	\$255,073.69	\$0.00	\$0.00	\$0.00	\$1,275,368.43	Total Cost \$4,000,000; 25% match			
CDBG-DR Stormwater Master Plan	Stormwtr/Cap	Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Cost \$190,000 Grant Funded			
Pipe Maintenance Trailer	Stormwtr/Cap	Unfunded	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00				
PW Storage Building Rehabilitation	Stormwtr/Cap	Unfunded	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00				
Replace Dump Truck	Stormwtr/Cap	Unfunded	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00				
Replace Ford F-150 Pickup	Stormwtr/Cap	Unfunded	\$0.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$42,000.00				
Replace Ford F-350 Mini Dump	Stormwtr/Cap	Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00	\$85,000.00				
Utilities - Stormwater Subtotal			\$1,438,294.74	\$455,073.69	\$200,000.00	\$242,000.00	\$285,000.00	\$2,620,368.43				
Total Physical Environment			\$3,847,294.74	\$2,675,073.69	\$2,085,000.00	\$1,702,000.00	\$1,770,000.00	\$12,079,368.43				
Transportation												
Paving Program	Gas Tax	Unfunded	\$285,000.00	\$285,000.00	\$285,000.00	\$285,000.00	\$285,000.00	\$1,425,000.00				
Sidewalk Replacement Program	Gas Tax	Unfunded	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$250,000.00				
Replacement Ford F-150 Pickup	General	Unfunded	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,000.00				
Replacement Mower #188	General	Unfunded	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,000.00				
Replacement Mower #775	General	Unfunded	\$0.00	\$19,000.00	\$0.00	\$0.00	\$0.00	\$19,000.00				
Total Transportation			\$404,000.00	\$354,000.00	\$335,000.00	\$335,000.00	\$335,000.00	\$1,763,000.00				
Total Capital Improvements			\$4,251,294.74	\$3,029,073.69	\$2,420,000.00	\$2,037,000.00	\$2,105,000.00	\$13,842,368.43				

Volusia County Schools
2024-2028 Capital Five-Year Fiscal Forecast (Summary)
Capital Projects Funds - Consolidated

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Sources - revenues					
State sources:					
CO&DS distributed	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000
Interest on undistributed CO & DS	16,500	16,500	16,500	16,500	16,500
Total state sources	2,266,500	2,266,500	2,266,500	2,266,500	2,266,500
Local sources:					
Ad valorem property taxes	91,362,991	94,926,240	100,589,760	106,090,560	111,264,480
Local Sales tax	66,547,292	67,472,722	68,411,022	69,362,370	70,326,948
Investment income	2,100,000	1,580,000	1,370,000	1,160,000	950,000
Impact fees	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Total local sources	170,010,283	173,978,962	180,370,782	186,612,930	192,541,428
Total sources	172,276,783	176,245,462	182,637,282	188,879,430	194,807,928
Uses - expenditures					
Categories					
New Construction	46,200,000	17,608,556	39,950,000	45,400,000	51,000,000
Projects at Existing Schools and Facilities	41,886,083	62,727,074	21,501,466	10,717,598	9,588,512
Facilities Management	11,800,000	9,300,000	9,800,000	14,800,000	14,800,000
Technology	3,537,008	8,286,936	9,000,000	9,000,000	9,000,000
System Wide Equipment and Vehicles	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
Buses	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Charter School Disbursements	690,689	1,441,254	2,329,836	3,323,530	4,409,688
Total categories	108,813,780	104,063,819	87,281,302	87,941,128	93,498,200
Roll Forward					
Prior Year Carryover Encumbrances	124,810,791	-	-	-	-
Prior Year Carryover Appropriations	101,220,862	-	-	-	-
Total roll forward	226,031,653	-	-	-	-
Total uses	334,845,434	104,063,819	87,281,302	87,941,128	93,498,200
Excess (deficiency) of revenues over expenditures	(162,568,651)	72,181,643	95,355,980	100,938,302	101,309,727
Other financing uses					
Transfers - General Fund	(28,184,069)	(22,717,701)	(22,293,868)	(22,588,884)	(22,889,800)
Transfers - Debt Service Funds	(48,953,625)	(36,057,388)	(36,053,663)	(36,059,450)	(36,063,863)
Total other financing uses	(77,137,694)	(58,775,089)	(58,347,531)	(58,648,334)	(58,953,663)
Net change in fund balances	(239,706,345)	13,406,554	37,008,449	42,289,968	42,356,065
Fund balances					
Beginning Balance	277,075,248	37,368,903	50,775,457	87,783,906	130,073,874
Ending Balance	\$ 37,368,903	\$ 50,775,457	\$ 87,783,906	\$ 130,073,874	\$ 172,429,939

Volusia County Schools
2024-2028 Capital Five-Year Work Program Forecast (Detail)
Capital Projects Funds - Consolidated

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Sources - revenues					
State sources:					
CO&DS distributed	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000
Interest on undistributed CO & DS	16,500	16,500	16,500	16,500	16,500
Total state sources	2,266,500	2,266,500	2,266,500	2,266,500	2,266,500
Local sources:					
Ad valorem property taxes	91,362,991	94,926,240	100,589,760	106,090,560	111,264,480
Local Sales tax	66,547,292	67,472,722	68,411,022	69,362,370	70,326,948
Investment income	2,100,000	1,580,000	1,370,000	1,160,000	950,000
Impact fees	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Total local sources	170,010,283	173,978,962	180,370,782	186,612,930	192,541,428
Total sources	172,276,783	176,245,462	182,637,282	188,879,430	194,807,928
Uses - expenditures					
New Construction					
Creekside Mid - Classroom Addition	-	-	-	-	750,000
Deltona HS - Classroom Addition	-	2,000,000	15,000,000	-	-
Enterprise Elm - Master Plan	4,000,000	-	-	2,000,000	36,000,000
McInnis Elm - Renovations and Administration Addition	-	650,000	6,500,000	500,000	-
New Smyrna Beach Mid - Classroom Addition	-	-	-	-	1,500,000
Orange City Elm - Renovations and Additions	21,200,000	-	-	-	-
Ormond Beach Elm - Renovations	-	-	-	-	500,000
Pine Ridge HS - Classroom Addition	-	-	-	-	1,000,000
Port Orange Elm - Renovations	-	750,000	8,500,000	-	-
Read-Patillo Elm - Remodeling	-	-	750,000	8,500,000	-
Silver Sands Mid - Classroom Addition and Remodeling	-	-	1,500,000	12,000,000	750,000
Spruce Creek HS - Classroom Addition and Auditorium Ren	-	-	5,000,000	1,200,000	-
Spruce Creek Elm - Campuswide HVAC and Lighting	-	-	1,200,000	15,500,000	-
Spruce Creek HS - Master Plan	-	-	-	-	3,000,000
Starke Elm - Renovations and Additions	19,000,000	1,750,000	-	-	-
Timbercrest Elm - Classroom Addition	-	-	-	700,000	7,000,000
Tomoka Elm - Master Plan	2,000,000	-	-	-	-
Transportation - Warehouse DeLand - Warehouse Additio	-	8,000,000	-	-	-
Turie T. Small Elm - Joint Venture	-	-	1,500,000	5,000,000	500,000
Woodward Elm - Renovation Finishes and Infrastructure B	-	4,458,556	-	-	-
Total New Construction	46,200,000	17,608,556	39,950,000	45,400,000	51,000,000
Projects at Existing Schools and Facilities					
All High Schools - Athletic Facility Leases	180,000	180,000	180,000	180,000	180,000
Atlantic HS - Repair Exterior Doors	-	306,000	-	-	-
Brewster Center - Interior Renovations	-	-	3,000,000	-	-
Brewster Center - Repair Wood Floor Joists	-	117,600	-	-	-
Brewster Center - Replace Emergency Generator	-	601,200	-	-	-
Brewster Center - Upgrade Main Electrical Distribution	-	-	2,000,000	-	-
Campbell Mid - Replace Emergency Generator	-	597,600	-	-	-
Campbell Mid - Upgrade HVAC Bldgs. 1 and 2	-	-	-	1,129,086	-
Campbell Mid - Upgrade HVAC Bldgs. 5 and 9	-	-	1,817,016	-	-
Campbell Mid - Upgrade HVAC Bldgs. 8 and 10	-	518,906	-	-	-
Coronado Beach Elem - Install New Lighting at Parking Lot	283,200	-	-	-	-
Debary Elem - New Marquee	216,000	-	-	-	-
Debary Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 1 :	-	3,777,362	-	-	-
DeLand Warehouse - Lease	231,186	231,186	231,186	231,186	231,186
Deltona HS - Foundation Repairs Bldgs. 12	2,500,000	-	-	-	-
DeLand HS - Upgrade HVAC Bldgs. 14 and 15	3,022,390	-	-	-	-

Volusia County Schools
2024-2028 Capital Five-Year Work Program Forecast (Detail)
Capital Projects Funds - Consolidated

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Deltona Lakes Elm - Upgrade HVAC, Ceiling and Lighting Bldg. 1	2,795,436	-	-	-	-
Deltona Mid - Upgrade Door Hardware and Signage Bldgs. 1 and 2	135,600	-	-	-	-
Deltona HS - Rebuild Chillers, Cooling Tower and Piping	-	2,700,000	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
DeLand Mid - Upgrade Door Hardware	-	752,400	-	-	-
Deltona Transportation - Site Improvements	-	2,000,000	-	-	-
Deltona HS - Foundation Repairs Bldgs. 2	-	3,000,000	-	-	-
Discovery Elm - Upgrade Fire Alarm and Intrusion Monitor	105,000	-	-	-	-
Edgewater Elm - Upgrade Fire Alarm and Intrusion Monitor	105,000	-	-	-	-
Edgewater Elm - Upgrade Parking Lot and bus Loop Lighting	-	402,000	-	-	-
Forest Lake Elm - Replace OAU Bldgs. 6 and 7	1,942,864	-	-	-	-
Freedom Elm - Replace Small Chiller Bldg. 7	308,000	-	-	-	-
Friendship Elm - Upgrade HVAC Bldgs. 1 and 2	-	3,368,400	-	-	-
Heritage Mid - Replace Roof Campus Wide	-	3,750,000	-	-	-
Heritage Mid - Replace Fire Alarm	1,287,000	-	-	-	-
Heritage Mid - Upgrade HVAC, Ceiling and Lighting Bldg. 2	-	3,500,000	-	-	-
Heritage Mid – Reclaimed Water Connection	250,000	-	-	-	-
Herbert Street Center - Upgrade HVAC	-	1,969,859	-	-	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Hinson Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Hinson Mid - Upgrade HVAC, Ceiling and Lighting Bldgs. 3 and 4	-	2,689,618	-	-	-
Horizon Elm - Replace Small Chiller Bldg. 11	-	345,000	-	-	-
Indian River Elm - Renovate Media Center	350,000	-	-	-	-
Indian River Elm - New Marquee	180,000	-	-	-	-
Indian River Elm - Upgrade HVAC , Ceiling and Lighting Bldg. 1	-	3,115,348	-	-	-
Mainland HS - Upgrade Chiller Plant	1,700,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	900,000	-	-	-
McInnis Elementary - Potable Water and Sanitary Sewer	300,000	100,000	350,000	100,000	100,000
New Smyrna Beach HS - Upgrade BAS Bldgs. 1-4 and Pump	-	1,570,127	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide	-	1,479,604	-	-	-
Parking Lot Lease - City of DeLand	27,326	27,326	27,326	27,326	27,326
Pathways Elm - Upgrade Parking Lot Poles and Lighting	-	258,000	-	-	-
Pine Ridge HS - Upgrade HVAC, Ceiling and Lighting Bldg. 6	2,648,064	-	-	-	-
Pine Ridge HS – Reclaimed Water Connection	250,000	-	-	-	-
Pine Ridge HS - Replace Intercom	-	834,000	-	-	-
Portables - Moves and Compliance	400,000	400,000	400,000	400,000	400,000
Port Orange Elm - Parking Area	250,000	-	-	-	-
River Springs Mid - New Chiller Plant	-	-	3,500,000	-	-
River Springs Mid - Replace Gutters and Downspouts	-	600,000	-	-	-
RJ Longstreet Elm - Upgrade Fire Alarm and Intrusion Monitor	105,000	-	-	-	-
Seabreeze HS - Replace Tile Roof and Coat Flat Roof Bldg. 1	956,393	-	-	-	-
Seabreeze HS Upgrade HVAC Bldg. 1 and Tower	3,643,686	-	-	-	-
Seabreeze HS - New Marquee	-	216,000	-	-	-
Silver Sands Mid - Replace Gymnasium Bleachers	-	-	400,000	-	-
Spirit Elm - Upgrade HVAC Bldgs. 4	2,500,000	-	-	-	-
Spruce Creek HS - Replace 7 AC Roof Top Units	2,100,000	-	-	-	-
Spruce Creek HS – Renovate Culinary Lab	400,000	-	-	-	-
Sunrise Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 2	-	2,805,600	-	-	-
T. Dewitt Taylor Mid-HS - Upgrade Fire Alarm and Intrusion Monitor	105,000	-	-	-	-
Transportation Warehouse - DeLand - Replace Emergency	849,600	-	-	-	-
University HS - Seal Abandoned Wells	447,600	-	-	-	-
University HS - New Marquee	-	102,000	-	-	-
Various - Security	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Various - Infrastructure for Technology	250,000	250,000	250,000	250,000	250,000
Various - Minor Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - High School Athletics	2,015,800	1,000,000	1,000,000	1,000,000	1,000,000

Volusia County Schools
2024-2028 Capital Five-Year Work Program Forecast (Detail)
Capital Projects Funds - Consolidated

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Various Schools - BDA	945,938	945,938	945,938	-	-
Various Schools - Playgrounds	1,000,000	1,000,000	300,000	300,000	300,000
Various Schools - Leased Portables	100,000	100,000	100,000	100,000	100,000
Various - Parking Lot Improvements	-	3,300,000	-	-	-
Total Projects at Existing Schools and Facilities	41,886,083	62,727,074	21,501,466	10,717,598	9,588,512
Facilities Management					
Contingency	7,000,000	6,500,000	7,000,000	12,000,000	12,000,000
Contingency - Operations	2,000,000	-	-	-	-
Facilities Management	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Total Facilities Management	11,800,000	9,300,000	9,800,000	14,800,000	14,800,000
					-
Technology					
ERP Software - Enterprise Resource Planning	1,000,000	-	-	-	-
Various Schools & Depts - District Wide Technology Equipm	2,537,008	8,286,936	9,000,000	9,000,000	9,000,000
Total Technology	3,537,008	8,286,936	9,000,000	9,000,000	9,000,000
System Wide Equipment and Vehicles					
Furn, Fix, Equip, Veh	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
White Fleet	500,000	500,000	500,000	500,000	500,000
Total System Wide Equipment and Vehicles	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
Buses					
Bus and Safety	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Total Buses	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Charter School Disbursements					
Charter School Capital Outlay LCIF Disbursements	690,689	1,441,254	2,329,836	3,323,530	4,409,688
Total Charter School Disbursements	690,689	1,441,254	2,329,836	3,323,530	4,409,688
Total categories	108,813,780	104,063,819	87,281,302	87,941,128	93,498,200
Roll Forward					
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Ending Balance	\$ 37,368,903	\$ 50,775,457	\$ 87,783,906	\$ 130,073,874	\$ 172,429,939

FACILITIES ELEMENT



Elementary School Concurrency Service Areas

Halifax

- Champion Elem
- Cypress Creek Elem
- Holly Hill School
- Horizon Elem
- Longstreet Elem
- Ormond Beach Elem
- Ortona Elem
- Osceola Elem
- Palm Terrace Elem
- Pathways Elem
- Pine Trail Elem
- Port Orange Elem
- South Daytona Elem
- Spruce Creek Elem
- Sugar Mill Elem
- Sweetwater Elem
- Tomoka Elem
- Turie T Small Elem
- Westside Elem

West

- Blue Lake Elem
- Citrus Grove Elem
- Debary Elem
- Freedom Elem
- George W. Marks Elem
- Manatee Cove Elem
- Orange City Elem
- Starke, Edith I Elem
- Volusia Pines Elem
- Woodward Avenue Elem

Southwest

- Deltona Lakes Elem
- Discovery Elem
- Enterprise Elem
- Forest Lakes Elem
- Friendship Elem
- Osteen Elem
- Pride Elem
- Spirit Elem
- Sunrise Elem
- Timbercrest Elem

Southeast

- Chisholm Elem
- Coronado Beach Elem
- Edgewater Public
- Indian River Elem
- Read-Patillo Elem

Northwest

- McInnis Elem
- Pierson Elem

