Commission Meeting

August 10, 2026
7:00 PM

25493 NW 1st Avenue, Newberry, Florida 32669

Agenda

CALL TO ORDER

APPROVAL OF AGENDA

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS
(Please limit presentations to 15 minutes)

1. Florida Public Power Reliability Momentum Award and Duration Award presented to the Electric Department.

PUBLIC ANNOUNCEMENTS
(Please limit announcements to 2 minutes)

CONSENT AGENDA

2. 07.13.2026 Commission Meeting Minutes
3. 07.27.2026 Commission Meeting Minutes
4. 07.29.2026 Budget Workshop: Proprietary Funds Minutes
5. Historic Newberry Power Plant

PUBLIC HEARINGS AND ORDINANCES

6. **CountryWay II Rezoning to Planned Residential Development Ord. No. 2026-24/LDR 24-26.**

   First Reading, Quasi-Judicial Hearing for an ORDINANCE NO. 2026-24/Petition# LDR 24-26 of the City of Newberry, Florida, amending the official zoning atlas by changing the zoning district from Agricultural to Planned Residential Development (PRD) on approximately 160 acres (tax parcel no. 02539-001-000) located at 23717 SW 15th Avenue; adopting land development regulations for the development commonly referred to as "CountryWay II"; providing for exclusion from codification, correction and directions to the city manager; providing a severability clause; providing a repealing clause; and providing directions to the clerk and an effective date.

AGENDA ITEMS

COMMENTS

Citizens
(Please limit your comments to 5 minutes)

City Manager

City Attorney

City Clerk

Commission

Mayor

MEETING ADJOURNMENT

Randa K. Paul, City Clerk

If A Person, Firm, or Corporation Desires to Take an Appeal From any Action Taken At the Above Meeting or Hearing, It May Be Necessary to Have A Verbatim Record of the Proceedings and It Is the Person, Firm, or Corporation's Duty to See that Such A Record Is Made. The City of Newberry City Commission Policy Is to End the Public Meeting At 10:30 P.M. the Evening of the Regularly Scheduled Meeting Unless Extended by the City Commission. Any Matter on the Agenda Not Acted upon Shall Be Continued to the Next Regularly Scheduled City Commission Meeting, or a Special Meeting, at the Commission's Discretion. In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodations to participate in this meeting should contact the City Clerk at 352-472-2161 or ADArequests@newberryfl.gov at least 72 business hours prior to the meeting. Such accommodations may include, but are not limited to, assistive listening devices, alternative formats of meeting materials, sign language interpretation, or physical access arrangements. If you are hearing or speech impaired, please contact the Florida Relay System at 800-955-8770. If you need special accommodations for attendance at this meeting, please contact MV Transportation, Inc. at 352-375-2784, not later than 72 business hours prior to the proceedings. .

File Attachments for Item:

2. 07.13.2026 Commission Meeting Minutes

Commission Meeting Minutes

July 13, 2026
7:00 PM

25493 NW 1st Avenue
Newberry, Florida 32669

QUORUM CHECK

Mayor	Tim Marden
Commissioners	Rick Coleman
	Mark Clark
	Monty Farnsworth
	Donald Long
	Tony Mazon
City Manager	Jordan Marlowe
City Clerk	Randa Paul
City Attorney	Nicolle Shalley

Staff:

Assistant City Manager / CFO	Dallas Lee
Director of Public Works and Utilities	Rance Green
Director of Community Development	Stacey Hectus
Fire Chief	Jason Lyman
Director of Parks and Recreation	Rod Clark
Assistant Director of Community Development	Lauren Yeatter
Code Enforcement Officer	Greta Moreau
Strategic Initiatives and Project Manager	Ryan Young
Permit Technician II	Michael Booth
Community Engagement Coordinator	Crystal Rushing
Executive Assistant	Angie Walker

DRAFT

CALL TO ORDER

Mayor Marden called the meeting to order at 7:00 PM.

APPROVAL OF AGENDA

Assistant Director Lee requested modification to agenda for Item 10: Commercial Kennel/Small Animal Boarding Discussion to be heard immediately following the Consent Agenda.

Motion to approve the agenda as modified made by Commissioner Mazon, Seconded by Commissioner Clark.

Mayor Marden called for comments. There were none.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

INVOCATION
Pastor Ian Campbell provided the Invocation.

PLEDGE OF ALLEGIANCE
Commissioner Clark led the Pledge of Allegiance

PRESENTATIONS
(Please limit presentations to 15 minutes)

1. **Presentation of Planning and Zoning Board Certificates of Appreciation to: Jessica Carey, Naim Erched, Anne Polo and Kathi Thomas**

Mayor Marden introduced the item and presented the Certificate of Appreciation to former Board Member Anne Polo

2. **Parks and Recreation Update and Proclamation**

Mayor Marden introduced the item and read the proclamation into the record.

Director Clark presented with a PowerPoint.

Strategic Initiatives and Project Manager Young presented on Champions Park with a PowerPoint.

Former Board Member Jessica Carey arrived, and Mayor Marden presented her with the Certificate of Appreciation.

Mayor Marden post-houmously presented a Certificate of Appreciation for Linda Hodge Woodcock

PUBLIC ANNOUNCEMENTS
(Please limit announcements to 2 minutes)
Mayor Marden called for Public Announcements.

Crystal Rushing made comments.

CONSENT AGENDA

3. **06.22.2026 City Commission Meeting Minutes**

4. **Award Professional Engineering and Consulting Services Contracts**

DRAFT

Motion to approve the Consent Agenda as published made by Commissioner Clark, Seconded by Commissioner Coleman.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

****AGENDA AMENDMENT****

10. Commercial Kennel/Small Animal Boarding Discussion

Mayor Marden introduced the item.

Director Hectus presented with a PowerPoint. There was periodic discussion.

QUESTION: Should the Commission direct staff to draft an ordinance to regulate small rural kennel facilities?

Mayor Marden advised that we would be moving to public comments and that two minutes would be available for each person wishing to make comments.

Cynthia Long made comments.
Michelle Thurmond Made comments.
John Petkethly made comments.
Debbie Ohaegbulam made comments.
A minor made comments.
Lisa Faiga made comments.
Jessica Carey made comments.
Donna Graden made comments.
Greg Graden made comments.
Debbie Campbell made comments.
Tiffany Castle made comments.
Nicole Isher made comments.
Tiffani McLendon made comments.
Eddie McLendon made comments.

Manager Marlowe requested clear direction to staff ie: correct scriveners' errors, define commercial kennels better, define arterial roads, define "small-scale", number of dogs, lot size, buffer

Discussion ensued.

The dais confirmed there is a need for this business in the community and directed staff to draft an ordinance to clarify discrepancies. The ordinance should provide the following definitions:
Lot size: 10 acres
Dogs allowed: 10 (not 10 kennels)

DRAFT

Arterial Roads

Three Commissioners agreed on a 300 ft buffer from kennel to residence; two Commissioners were in disagreement. Staff will draft the ordinance at the 300 ft buffer, and the final decision will be based upon the vote.

Mayor Marden called for a two-minute recess at 9:27 PM*

The meeting was called back to order at 9:33 PM*

PUBLIC HEARINGS AND ORDINANCES

5. Preliminary Fire Assessment Rate

A Resolution Of The City Of Newberry, Florida, Relating To The Provision Of Fire Rescue Services, Facilities, And Programs In The City Of Newberry, Florida; Providing Authority, Purpose And Definitions; Providing Certain Legislative Findings; Describing The Method Of Assessing Fire Rescue Assessed Cost Against Assessed Property; Establishing The Estimated Fire Rescue Assessed Cost And Annual Fire Rescue Assessments For The Fiscal Year Commencing October 1, 2026; Directing The Preparation Of An Assessment Roll; Providing For Hardship Assistance; Providing For Vacancy Adjustment; Authorizing A Public Hearing And Directing The Provision Of Notice Thereof; Providing For The Method Of Collection; Providing For Application Of Assessment Proceeds; Providing For Severability, Conflicts, And An Effective Date.

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-30 into the record by title only.

Assistant Manager Lee presented orally.

Motion to approve Resolution 2026-30 made by Commissioner Mazon, Seconded by Commissioner Long.

There was discussion from the dais.

Mayor Marden called for public comments. There were none.

Voting Yea:	**Commissioner Coleman, Commissioner Clark, Commissioner Long, Commissioner Mazon**
Voting No:	**Commissioner Farnsworth**

MOTION PASSED: 4-1

6. Site and Development Plan for Heartland Dental

RESOLUTION NO. 2026-23 for Petition# SDP 26-04

DRAFT

A Resolution of the City of Newberry, Florida, approving a site and development plan and development conditions for a project known as "Heartland Dental" within the Highland Park Planned Development consisting of approximately 1.27 acres identified as a portion of Alachua County Tax Parcel No. 01932-009-000; and providing an effective date.
Quasi-Judicial Public Hearing

Mayor Marden introduced the item and advised of the Quasi-Judicial procedures.

Attorney Shalley read Resolution 2026-23 into the record by title only.

Clerk Paul swore in Jordan Marlowe, Stacey Hectus, Lauren Yeatter, and Bo Climber.

Mayor Marden called for disclosure of ex-parte communication from the dais:

ROLL CALL:	**Commissioner Mazon:**	**NONE**
	Commissioner Long:	**NONE**
	Commissioner Farnsworth:	**NONE**
	Commissioner Clark:	**NONE**
	Commissioner Coleman:	**NONE**

Assistant Director Yeatter presented with a PowerPoint.

Mayor Marden called for the applicant to present. There was no presentation.

Mayor Marden called for cross-examination. There was none.

Mayor Marden called for public comment. There was none.

Mayor Marden called for questions from the decision-making body. Discussion ensued.

Attorney Shalley advised the decision-making body that their decisions must be based on substantial and competent evidence.

Motion to approve Resolution 2026-23 made by Commissioner Coleman, Seconded by Commissioner Mazon.

Voting Yea:	**Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

7. Site and Development Plan and Special Exception for Outdoor Dining for Chipotle

DRAFT

Quasi-Judicial Public Hearing RESOLUTION NO. 2026-24 for Petition # SDP 26-03 and SE 26-01 Chipotle

A Resolution of the City of Newberry, Florida, approving a site and development plan and development conditions for a project known as "Chipotle" within the Highland Park Planned Development consisting of approximately 1.16 acres identified as a portion of Alachua County Tax Parcel No. 01932-009-000; and approving a special exception for open air dining ancillary to the project; and providing an effective date. Quasi-Judicial Public Hearing

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-24 into the record by title only.

Assistant Director Yeatter presented with a PowerPoint.

Mayor Marden called for disclosure of ex-parte communication from the dais:

ROLL CALL:

Commissioner Coleman: NONE
Commissioner Clark: NONE
Commissioner Farnsworth: NONE
Commissioner Long: NONE
Commissioner Mazon: NONE

Mayor Marden called for the applicant to present. There was no presentation.

Mayor Marden called for public comment. There was none.

Mayor Marden called for cross-examination. There was none.

Mayor Marden called for comments from the decision-making body. There was none.

Attorney Shalley advised the decision-making body that their decisions must be based on substantial and competent evidence.

Motion to approve Resolution 2026-24 made by Commissioner Long, Seconded by Commissioner Clark.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

8. Text Amendment to the Land Development Code to remove outdoor dining as a special exception in commercial zoning districts.

DRAFT

Legislative, First Reading of ORDINANCE NO. 2026-26
Petition # LDR 26-20 which is an ordinance of the city of Newberry, Florida, amending the text of the code of ordinances related to the regulation of outdoor dining/open air restaurants and open sided/free standing commercial pavilions; providing for codification and correction; providing a severability clause; providing a repealing clause; and providing directions to the clerk and an effective date.

Mayor Marden introduced the item.

Attorney Shalley read Ordinance 2026-26 into the record by title only.

Mayor advised that the dais would be returning to Legislative procedures.

Director Hectus presented with a PowerPoint.

Motion to approve Ordinance 2026-26 on first reading made by Commissioner Coleman, Seconded by Commissioner Mazon.

Mayor Marden called for public comments. There were none.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

AGENDA ITEMS

9. The Community Development Department is expanding the Special Magistrate hearing officer pool, to conduct quasi-judicial hearings.
A Resolution no. 2026-20 of the city of Newberry, Florida, appointing a special magistrate for code enforcement matters; providing authorization and direction to the city manager; providing a severability clause; providing a repealing clause; and providing an effective date.

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-20 into the record by title only.

Officer Moreau presented the item orally.

Motion to approve Resolution 2026-20 made by Commissioner Farnsworth, Seconded by Commissioner Coleman.

DRAFT

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

Attorney Ryan Curtis introduced himself to the dais.

11. Resolution 2026-29- Surplus and Non-Competitive Disposition of Property to FDOT

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-29 into the record by title only.

Manager Marlowe presented with a PowerPoint.

Motion to approve Resolution 2026-29 made by Commissioner Farnsworth, Seconded by Commissioner Clark.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

12. Authorizing Application to the USDA Rural Business Development Grant Program

A Resolution Of The City Commission Of The City Of Newberry, Florida; Authorizing The City Manager To Make Application To The U.S. Department Of Agriculture (USDA) Rural Business Development Grant (RBDG) Program For Funding Business Opportunity And Business Enterprise Projects That Serve Rural Areas; Repealing All Resolutions In Conflict; Providing An Effective Date.

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-32 into the record by title only.

Assistant Manager Lee presented the item orally.

Mayor Marden disclosed that he had conversation with a citizen where he wrongly advised them that this grant would not have funds contributed by the City.

DRAFT

Motion to approve Resolution 2026-32 made by Commissioner Clark, Seconded by Commissioner Farnsworth.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

13. Property Acquisition

Mayor Marden introduced the item.

Manager Marlowe presented the item orally.

Motion to approve the contract to purchase the real property consisting of approximately 8.83 acres, more or less, being all of the Alachua County Property Appraiser Parcel ID 02538-001-004 made by Commissioner Coleman, Seconded by Commissioner Long.

Discussion from the dais ensued.

Voting Yea: **Commissioner Coleman, Commissioner Clark, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 5-0

COMMENTS
Citizens
(Please limit your comments to 5 minutes)
There were none.
City Manager
Manager Marlowe made comments.
City Attorney
Attorney Shally had none.
City Clerk
Clerk Paul had none.
Commission
Commissioner Coleman made comments.
Commissioner Clark made comments.
Commissioner Farnsworth made comments.
Commissioner Long made comments.
Commissioner Mazon made comments.

DRAFT

Mayor
Mayor Marden made comments.

MEETING ADJOURNMENT
The meeting was adjourned at 10:26 PM.

Signed and approved on this ___ day of _____ 202_.

_____ _____
Timothy R. Marden, Mayor Randa K. Paul, City Clerk

DRAFT

File Attachments for Item:

3. 07.27.2026 Commission Meeting Minutes

Commission Meeting Minutes

July 27, 2026
7:00 PM

25493 NW 1st Avenue
Newberry, Florida 32669

QUORUM CHECK

Commissioners	Rick Coleman
	Monty Farnsworth
	Donald Long
	Tony Mazon
City Manager	Jordan Marlowe
City Clerk	Randa Paul
City Attorney	Nicolle Shalley

Staff:

Assistant City Manager / CFO	Dallas Lee
Assistant City Manager / Development & Infrastructure	Jamie Jones
Fire Chief	Jason Lyman
Director of Parks and Recreation	Rod Clark
Deputy Fire Chief	Kevin Farr
Assistant Director of Community Development	Lauren Yeatter

Absent:

Mayor	Tim Marden
Commissioner	Mark Clark

CALL TO ORDER

Chair Pro-tempore Farnsworth called the meeting to order at 7:00 PM.

APPROVAL OF AGENDA

Chair Pro-tempore Farnsworth advised that Assistant City Manager Lee requested to move Item 2: Alachua County Emergency Management to be heard as the first item under Presentations.

Chair Pro-tempore Farnsworth called for comments on the modification. There were none.

Motion to approve the agenda as modified made by Commissioner Long, Seconded by Commissioner Mazon.

VOTING YEA: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 4-0

DRAFT

INVOCATION
Pastor Ian Campbell, United Methodist Church, provided the Invocation.

PLEDGE OF ALLEGIANCE
Chair Pro-tempore Farnsworth led the Pledge of Allegiance.

**** Chair Pro-tempore Farnsworth advised that Mayor Marden and Commissioner Clark would be absent for this meeting ****

PRESENTATIONS
(Please limit presentations to 15 minutes)
2. Alachua County Emergency Management
Chair Pro-tempore Farnsworth introduced the item.

Jen Grice, Director of Emergency Management with Alachua County presented with a PowerPoint.

Discussion ensued.

1. Emergency Services
Keeping Pace with Newberry's Growth
Presentation to the Newberry City Commission
Chair Pro-tempore Farnsworth introduced the item.

Chief Lyman presented with a PowerPoint.

Discussion ensued.

Deputy Chief Farr made comments.

Greg Graden made comments from the public.

Manager Marlowe requested clear directions for moving forward.

Discussion ensued.

The dais advised that they would like the Chief to move forward with planning. A 1-3 head-nod decided that a conversation with the County requesting information on the possibility of their Emergency Services contracting with the City was unnecessary. Nodding YEA (to have the conversation with Alachua County) : Commissioner Farnsworth; Nodding NO (to have the conversation with Alachua County):

DRAFT

Commissioners Coleman, Long, and Mazon.

PUBLIC ANNOUNCEMENTS
(Please limit announcements to 2 minutes)
Chair Pro-tempore Farnsworth called for Public Announcements. There were none.

CONSENT AGENDA
3. 07.01.2026 Budget Workshop Minutes

4. Payment Registers

5. ACFR ILA Amendment
Chair Pro-tempore Farnsworth introduced the item.

Motion to approve the Consent Agenda as published made by Commissioner Long, Seconded by Commissioner Coleman.

VOTING YEA: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: **4-0**

PUBLIC HEARINGS AND ORDINANCES
6. Determining and Setting the Proposed Millage Rate for Fiscal Year 2026-2027
A Resolution Of The City Of Newberry, Florida, Determining The Proposed Ad Valorem Millage Rate, Computing The Rolled-Back Millage Rate And Setting Two Public Hearings For Adoption Of The Fiscal Year 2026-2027 Millage Rate And Budget; Providing Authorization And Direction To The City Manager And To The Chief Financial Officer; And Providing An Effective Date.
Chair Pro-tempore Farnsworth introduced the item.

Attorney Shalley read Resolution 2026-34 into the record by title only.

Assistant Manager Lee presented the item orally.

Chair Pro-tempore Farnsworth called for questions from the dais. There were none.

Motion to approve Resolution 2026-34 made by Commissioner Long, Seconded by Commissioner Coleman.

Chair Pro-tempore Farnsworth called for comments from the public. There were none.

Voting YEA: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

DRAFT

MOTION PASSED: 4-0

7. Resolution No. 2026-33/Petition #SD 26-05: Avalon Wood Phase 5B Construction Plans.

Quasi-Judicial Public Hearing, A Resolution of the City of Newberry, Florida, approving construction plans for "Avalon woods phase 5B" subdivision consisting of approximately 9.74 acres identified as portions of tax parcel numbers 01897-008-000, 01874-310-000 and 01874-320-000; generally located east of us Hwy 41/State Road 45 and west of the Easton Newberry Sports Complex; providing for reimbursement for certain public infrastructure; providing an applicability clause; and providing an effective date.

Chair Pro-tempore Farnsworth introduced the item.

Attorney Shalley read Resolution 2026-33 into the record by title only.

Manager Marlowe read the Quasi-Judicial Procedures aloud.

Clerk Paul swore in Jordan Marlowe, Lauren Yeatter, Jamie Jones, Dave McDaniel, Jimmy Jones, and Shane Bachelor.

Chair Pro-tempore Farnsworth called for disclosure of ex-parte communication:

ROLL CALL: **Commissioner Coleman: NONE**
Commissioner Farnsworth: NONE
Commissioner Long: NONE
Commissioner Mazon: NONE

Assistant Director Yeatter presented the staff overview with a PowerPoint.

Jimmy Jones, JBPro, addressed the dais orally, for the applicant. There was no presentation.

Chair Pro-tempore Farnsworth advised there were no third-party intervenors.

Chair Pro-tempore Farnsworth called for public comments. There were none.

Chair Pro-tempore Farnsworth called for cross-examination. There was none.

Chair Pro-tempore Farnsworth called for questions from the decision-making body. Discussion ensued.

Chair Pro-tempore Farnsworth called for final arguments. There were none.

Attorney Shalley advised the decision-making body that their decisions must be made on substantial and competent evidence.

Chair Pro-tempore Farnsworth called for discussion from the dais. There was none.

DRAFT

Chair Pro-tempore Farnsworth called for comments from the public. There were none.

Motion to approve Resolution 2026-33 made by Commissioner Long, Seconded by Commissioner Coleman.

VOTING YEA: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 4-0

8. Resolution No. 2026-25/ Petition # SDP 25-11: Site and Development Plan for YSU Self-Storage at Highland Park.

Quasi-Judicial, A Resolution of the City of Newberry, Florida, approving a site and development plan and development conditions for a project known as "YSU Self Storage" within the Highland Park Planned Development consisting of approximately 3.13 acres identified Alachua County Tax Parcel No. 01932-005-000; and providing an effective date.

Chair Pro-tempore Farnsworth introduced the item.

Attorney Shalley read Resolution 2026-25 into the record by title only.

Assistant Director Yeatter presented the staff overview with a PowerPoint.

Shane Bachelor, Rapid Design Build, presented for the applicant with a PowerPoint.

Chair Pro-tempore Farnsworth advised there were no third-party intervenors.

Chair Pro-tempore Farnsworth called for public comments. There were none.

Chair Pro-tempore Farnsworth called for cross-examination. There was none.

Chair Pro-tempore Farnsworth called for comments from the decision-making body. There was none.

Chair Pro-tempore Farnsworth called for disclosure of ex-parte communication:

ROLL CALL: **Commissioner Coleman:** **NONE**
Commissioner Farnsworth: **NONE**
Commissioner Long: **NONE**
Commissioner Mazon: **NONE**

Chair Pro-tempore Farnsworth called for final arguments. There were none.

Attorney Shalley advised the decision-making body that they must make their decisions based on substantial and competent evidence.

DRAFT

Motion to approve Resolution 2026-25 made by Commissioner Mazon, Seconded by Commissioner Long.

Voting Yea: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 4-0

9. **Ordinance # 2026-26/LDR 26-20: Removing outdoor dining as a special exception in all commercial districts.**

Legislative, Second Reading for Ordinance No. 2026-26/ Petition # LDR 26-20. An ordinance of the city of Newberry, Florida, amending the text of the code of ordinances related to the regulation of outdoor dining/open air restaurants and open sided/free standing commercial pavilions; providing for codification and correction; providing a severability clause; providing a repealing clause; and providing directions to the clerk and an effective date.

Attorney Shalley read Ordinance 2026-26 into the record by title only.

Assistant Director Yeatter presented with a PowerPoint.

Motion to approve Ordinance 2026-26 on second reading made by Commissioner Coleman, Seconded by Commissioner Mazon.

Chair Pro-tempore Farnsworth called for public comments. There were none.

Voting Yea: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 4-0

10. **Ordinance # 2026-05/CPA 26-10: Large-scale Future Land Use Amendment for Champions Park.**

Legislative, Second Reading of Ordinance # 2026-05/CPA 26-10. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map in the Comprehensive Plan by changing the Future Land Use category from Agriculture to Public Facilities and Land on 2 parcels identified as tax parcel numbers 02570-001-000 and 02571-001-000; providing for exclusion from codification, correction and directions to the City Manager; providing a severability clause; providing a repealing clause; and providing directions to the Clerk and an effective date.

Attorney Shalley read Ordinance 2026-05 into the record by title only.

Assistant Director Yeatter presented with a PowerPoint.

DRAFT

Motion to approve Ordinance 2026-05 on second reading made by Commissioner Long, Seconded by Commissioner Farnsworth.

Chair Pro-tempore Farnsworth called for public comments. There were none.

Voting Yea: **Commissioner Coleman, Commissioner Farnsworth, Commissioner Long, Commissioner Mazon**

MOTION PASSED: 4-0

AGENDA ITEMS

11. Champions Park South- Fields

Chair Pro-tempore Farnsworth introduced the item.

Director Clark presented the item orally.

Discussion ensued.

Manager Marlowe addressed the dais and requested direction.

The dais provided a head nod to solicit an engineering firm to provide drawings / options for multi-purpose fields at Champions Park.

COMMENTS

Citizens

(Please limit your comments to 5 minutes)

Greg Graden made comments.

City Manager

Manager Marlowe made comments.

City Attorney

Attorney Shalley had none.

City Clerk

Clerk Paul had none.

Commission

Commissioner Mazon made comments.

Commissioner Long made comments.

Commissioner Coleman made comments.

Chair Pro-tempore Farnsworth made comments.

MEETING ADJOURNMENT

The meeting was adjourned at 9:25 PM.

Signed and approved on this ___ day of _____ 202_.

_____ _____

DRAFT

Timothy R. Marden, Mayor

Randa K. Paul, City Clerk

DRAFT

File Attachments for Item:

4. 07.29.2026 Budget Workshop: Proprietary Funds Minutes

Proprietary Funds Budget Workshop Minutes

July 29, 2026
6:30 PM

City Hall North
25493 NW 1st Avenue, Newberry, FL 32669

ATTENDEES

Commissioners	Rick Coleman
	Mark Clark
	Donald Long
	Tony Mazon
City Manager	Jordan Marlowe
City Clerk	Randa Paul
City Attorney	Nicolle Shalley

Staff:

Assistant City Manager/ CFO	Dallas Lee
Assistant City Manager for Infrastructure & Development	Jamie Jones
Director of Utilities & Public Works	Rance Green

CALL TO ORDER
Alternate Chair Pro-tempore Long called the meeting to order at 6:30 PM.

AGENDA ITEMS
1. Budget Workshop
Assistant Manager Lee presented with a PowerPoint with periodic discussion ensuing.

Alternate Chair Pro-tempore Long called for questions from the dais. Discussion ensued.

Alternate Chair Pro-tempore Long called for public comments. There was none.

MEETING ADJOURNMENT
The meeting was adjourned at 7:41 PM.

Signed and approved on this ___ day of _____ 202_.

_____ _____
Timothy R. Marden, Mayor Randa K. Paul, City Clerk

DRAFT

File Attachments for Item:

5. Historic Newberry Power Plant

Commission Agenda Item

Meeting Date:	August 10, 2026
Title:	Historic Newberry Power Plant
Agenda Section:	Consent
Department:	Utilities and Public Works
Strategic Goal/Objective:	Revitalization of Newberry Downtown Area D.2.1 Preserve the historic nature of the downtown commercial district
Presented By:	Rance Green, Director of Utilities and Public Works
Recommended Actions:	1) Authorize the City Manager to execute a contract with Oelrich Construction, Inc. in the amount of $627,509.00 for contract services for restoration of the Historic Newberry Power Plant. 2) Authorize the City manager to approve change orders not to exceed fifteen percent (%15) of the contract amount.

Summary:

The goal of this project is to preserve and protect this building for future generations. The project's success not only benefits the City of Newberry but also contributes to Florida's architectural heritage.

Phase I of the Historic Newberry Power Plant restoration includes window, door, masonry, and electrical improvements. Work will include restoring historic wood windows and arched transoms, replacing screens, repairing security bars, replicating wood doors, completing brick repairs and repointing, burying new electrical service, upgrading electrical panels, and painting existing and new wood trim.

Prior Commission Action/Direction:

The City Commission previously authorized execution of the grant agreement for the Historic Power Plant project. The project also advances Strategic Plan Initiative D.2.1, which calls for preserving the historic character of the downtown commercial district.

Fiscal Impact:

This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida via a $347,500 grant from the state to be matched by the city for a total of $695,000.00.

Attachments:

1. ITB 2026-09 Oelrich Construction Contract

2. ITB 2026-09 Certification of Bids

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 29 day of July in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Newberry
25493 NW 1st Avenue
Newberry, FL 32669

and the Contractor:
(Name, legal status, address and other information)

Oelrich Construction, Inc.
275 NW 137th Drive
Suite A
Jonesville, FL 32669

for the following Project:
(Name, location and detailed description)

Restoration of the Historic Newberry Power Plant, Phase 1
120 NW 260th Street
Newberry, FL 32669

The Architect:
(Name, legal status, address and other information)

Loci Architects, LLC
450 Flagler Avenue
Suite 15
Jacksonville, FL 32207

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: December 20, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be six hundred twenty-seven thousand five hundred nine dollars and no cents ($ 627,509.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Base Bid	Base Bid Amount - $377,909.00
	Alternate 1 -$28,600.00
Alternate 1 – Remove the existing sliding door panel from the south elevation and install new half-lite swinging double doors in new jamb to match original historic door.	Alternate 2 - $10,400.00 Alternate 3 - $105,300.00 Alternate 4 - $105,300.00 Total: Contract Sum: $627,509.00
Alternate 2 – Install new exterior lighting at doors, remove existing interior lights in the storage and cistern room and install new interior lights. Relamp existing lights in generator room.	
Alternate 3 – Repoint and clean exterior brick surfaces at remainder of the building. Repoint joints in areas of cracked or otherwise deteriorated mortar joints and repoint with new mortar to match existing. Clean exterior brick surfaces beyond base bid area of work.	
Alternate 4 – Repoint and clean interior brick surfaces at remainder of the building. Repoint joints in areas of cracked or otherwise deteriorated mortar joints, cut out defective mortar joints and repoint with new mortar to match existing. Clean interior brick surfaces.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

All work must be completed by December 31, 2026. Failure to meet deadline: $250 per calendar day. As a result of failing to meet deadline the City may: withhold payment, preform corrective work, back-charge contractor.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

For each monthly Application for Payment, the Contractor shall use forms AIA G702-1992 Application and Certificate for Payment and AIA G703-1992 Continuation Sheet.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (35) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

City of Newberry
C/O Ryan Young, Strategic Initiative and Projects Manager
25493 NW 1st Avenue
Newberry, FL 32669
RYoung@newberryfl.gov

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ivan A. Oelrich, President
275 NW 137th Drive, Suite A
Jonesville, FL 32669
ivan@oelrichcontruction.com
p: (352) 745-7877

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, gender, natural origin, age, pregnancy or marital status.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

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.5 Drawings

Number	Title	Date
A-0	Cover Sheet, Site Plan and Project Summary	3-27-2026
A-1	Floor Plan and Details	3-27-2026
A-2	Exterior Elevations, Window Survey and Door Schedule	3-27-2026
E-1	Bid Alternate #2 Lighting Plan	3-27-2026
S0.0	General Notes & Wind	3-6-2026
S1.0	Repair Plan & Details	3-6-2026
S2.0	Wall Isometric and Repair Elevation	3-6-2026
S2.1	Wall Isometric and Repair Elevation	3-6-2026
E-1	Electrical Legend, Codes & Abbreviations	3-3-2026
E-2	Electrical Plans – New Work	3-3-2026

.6 Specifications

Section	Title	Date	Pages
AIA A201-2017	General Conditions	3-27-2026	1-39
Division 1	General Requirements	3-27-2026	1-10
Division 4 - 04210	Brick Masonry Repointing	3-27-2026	1-6
Division 4 – 04500	Masonry Restoration Cleaning	3-27-2026	1-3
Division 5 – 050370	Metal Restoration	3-27-2026	1-5
Division 6 - 06200	Finish Carpentry	3-27-2026	1-3
Division 7 – 07920	Joint Sealants	3-27-2026	1-4
Division 8 – 08212	Wood Doors	3-27-2026	1-4
Division 8 -081520	Wood Window Restoration	3-27-2026	1-12
Division 8 – 087100	Door Hardware	3-27-2026	1-8
Division 9 – 09910	Painting	3-27-2026	1-9
Division 26 – 260000	Electrical General	3-3-2026	1-9
Division 26 – 260501	Electrical Codes and Standards	3-3-2026	1-1
Division 26 – 260502	Electrical Related Works	3-3-2026	1-5
Division 26 – 260526	Grounding and Bonding	3-3-2026	1-6
Division 26 – 260531	Wires and Cables	3-3-2026	1-4
Division 26 – 260533	Raceways	3-3-2026	1-8
Division 26 – 260534	Boxes and Fittings	3-3-2026	1-5
Division 26 – 260531	Electrical Identification	3-3-2026	1-2
Division 26 – 260560	Electrical Access Doors	3-3-2026	1-2
Division 26 – 260590	Electrical Excavation and Backfill	3-3-2026	1-2
Division 26 – 262420	Panelboards	3-3-2026	1-8
Division 26 – 262726	General Wiring Devices	3-3-2026	1-4
Division 26 - 265100	Building Lighting	3-3-2026	1-7

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	5/23/2026	1-60

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

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[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
25.h.sc.100.086 Historical Power Plant FLDOS Grant	25.h.sc.100.086 Historical Power Plant FLDOS Grant	6/18/26	3

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 29 day of July in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Restoration of the Historic Newberry Power Plant, Phase 1
120 NW 260th Street
Newberry, FL 32669

THE OWNER:
(Name, legal status and address)

City of Newberry
25493 NW 1st Avenue
Newberry, FL 32669

THE CONTRACTOR:
(Name, legal status and address)

Oelrich Construction, Inc.
275 NW 137th Drive
Suite A
Jonesville, FL 32669

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section

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A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

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the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage
§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability
§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two million per occurrance ($ 2,000,000) each occurrence,Two million ($2,000,000) general aggregate, and Two million ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million per ocurrence ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thouand ($ 500,000) each accident, five hundred thousand ($ 500,000) each employee, and five hundred thousand ($ 500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than two million ($ 2,000,000) per claim and two million ($ 2,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$627,509.00
Performance Bond	$627,509.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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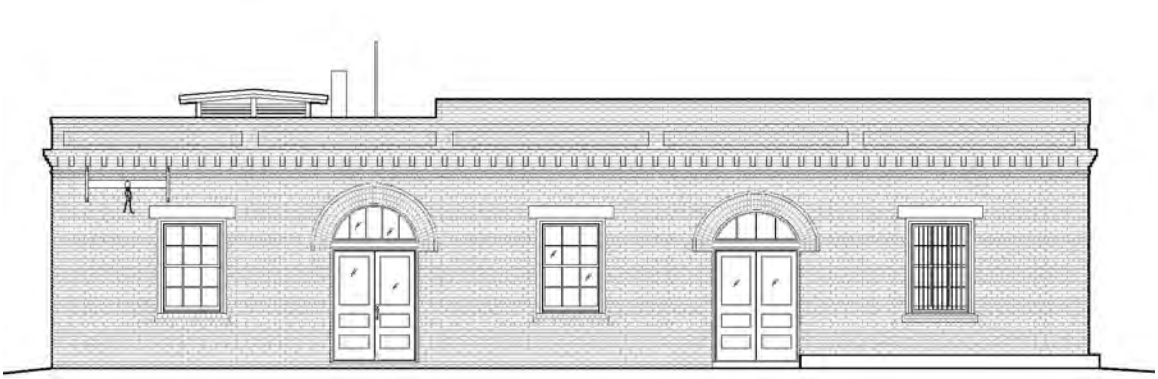
City of Newberry

Restoration of the Historic
Historic Newberry Power Plant
120 NW 260th Street
Newberry, FL 32669

for the

City of Newberry

C/O Dallas Lee, Assistant City Manager / CFO
25493 NW 1st Avenue
Newberry, Florida 32669



ITB 2026-09
Bid Documents for Construction
Project No. 2505
April 2026

Loci Architects, LLC
1450 Flagler Avenue, Suite 15
Jacksonville, FL 32207
Architect
Phone: 904-803-8301

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, FL 32608
Structural Engineer
Phone: 352-377-3233

Mitchell Gulledge Engineering, Inc.
204 SW 4th Avenue
Gainesville, FL 32601
MEP Engineer
Phone: 352-745-3991

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AIA A201-2017 General Conditions

Division 1 - General Requirements
Phase 1 Restoration Project

Division 4 – Masonry
04210 – Brick Masonry Repointing
04500 –Masonry Restoration Cleaning

Division 5 – Metals
050370 – Metal Restoration

Division 6 – Wood & Plastics
06200 – Finish Carpentry

Division 7 – Thermal and Moisture Proofing
07920 – Joint Sealants

Division 8 – Doors and Windows
08212 – Wood Doors
081520 – Wood Window Restoration
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Division 9 – Finishes

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26 05 31 - Electrical Identification

26 05 60 – Electrical Access Doors

26 05 90 – Electrical Excavation and Backfill

26 24 20 – Panelboards

26 27 26 – General Wiring Devices

26 51 00 – Building Lighting

Restoration of the Historic Newberry Power Plant

Loci Architects, LLC

Job No. 2505

LIST OF DRAWINGS

1. The following drawings accompany this specification and are hereby made a part thereof.

Drawing No.	Dated	Title
Architectural Drawings		
A-0	3-27-2026	Cover Sheet, Site Plan and Project Summary
A-1	3-27-2026	Floor Plan and Details
A-2	3-27-2026	Exterior Elevations, Window Survey and Door Schedule
E-1	3-27-2026	Bid Alternate #2: Lighting Plan
Structural Drawings		
S0.0	3-6-2026	General Notes & Wind
S1.0	3-6-2026	Repair Plan & Details
S2.0	3-6-2023	Wall Isometric and Repair Elevation
S2.1	3-6-2023	Wall Isometric and Repair Elevation
Electrical Drawings		
E-1	3-3-2026	Electrical Legend, Codes & Abbreviations
E-2	3-3-2026	Electrical Plans – New Work

Gainesville Windows & Doors

Experience A Whole New View

LEAD-BASED PAINT

TEST ADDRESS:

114 NW 260th Road

Newberry, FL 32669

DATE:

Observed: 12/23/2025

DESCRIPTION:

Lead-based Paint Test Strip/Marker utilized to determine if lead is present which will turn red indicating presence of lead in the paint. The test results showed immediate reaction of red indicating presence of lead and are shown in attached picture.

X

Daniel Aubertine

2521 NW 74th Place
Gainesville, FL 32653
(352) 337-8360
www.GainesvilleWindows.com


EAST Centers of NY
Certificate of Attendance and Successful Completion
Renovator Initial - English
Daniel Aubertine
2021 Canandaigua Road — Macedon, NY 14502
Certificate #: R-I-T218264-22-00024
Course Date: 2/22/2022
Examination Date: 2/22/2022
Expiration Date: 2/22/2027
Lead Check SWABS
TEST CONFIRMATION CARD
CAUTION: CONTAINS LEAD
(SEE OTHER SIDE)

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Sample

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Sample

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Sample

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Sample

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Sample

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Sample

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§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

FROM CONTRACTOR:

VIA ARCHITECT:

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $ _____

2. NET CHANGE BY CHANGE ORDERS ..... $ _____

3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $ _____

4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $ _____

5. RETAINAGE:

a. _____% of Completed Work
(Columns D + E on G703) $ _____

b. _____% of Stored Material
(Column F on G703) $ _____

Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $ _____

6. TOTAL EARNED LESS RETAINAGE ..... $ _____
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ _____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... $ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Sample

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

Sample

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Restoration of the Historic Newberry Power Plant, Phase I
120 NW 260th Street
Newberry, FL 32669

THE OWNER:
(Name, legal status and address)

City of Newberry
C/O Dallas Lee, Assistant City Manager / CFO
25493 NW 1st Avenue
Newberry, FL 32669

THE ARCHITECT:
(Name, legal status and address)

Loci Architects, LLC
1450 Flagler Avenue, Suite 15
Jacksonville, FL 32207

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.
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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

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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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

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provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

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procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Historic Newberry Power Plant

Phase 1 Restoration Project

1. General:

The Project Scope for the historic Newberry Power Plant located at 120 NW 260th Street, Newberry, Florida 32669 includes brick masonry repairs, window restoration, door replication and electrical improvements. This project is sponsored in part by the Department of State Division of Historical Resources and the State of Florida. All work shall adhere to the Secretary of Interior Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation and Reconstructing Historic Buildings. T**he Grant award requires that all work be completed by December 31, 2026.** Project includes:

A. **Masonry Repairs and Repointing:** Work includes masonry repairs. See structural drawings for location and description of repairs. Repoint joints in areas of repair work that have cracked or otherwise deteriorated mortar joints, cut out defective mortar joints and repoint with new mortar to match existing.

B. **Door Replication:** Fabrication of three (3) new pairs of exterior swinging doors and one (1) sliding door to match existing door design and materials. Work includes new hardware, per the hardware schedule including new thresholds and weatherstripping on exterior doors. The existing doorframes to be repaired or replaced as required. Contractor to work with Architect to determine if any of the existing doors are salvageable and can be restored.

C. **Window Restoration:** Repair all eight (8) historic wood double-hung windows and two (2) transom windows to good, operable condition. Remove temporary aluminum window screens at exterior of building. Work includes repair of damaged wood, removal of paint, glazing and broken or missing windowpane glass and installation of new glass to match existing adjacent glass, repairs to the frame and window hardware, reinstallation of the sashes and priming and repainting with two finish coats. Restore security bars at windows E and F. Bars to be removed, sanded to remove loose paint and rust, repainted and reinstalled. Fabricate new wood framed window screens to fit existing windows. Install hardware that allows screens to be removed for cleaning.

Historic Newberry Power Plant

Phase 1 Restoration Project

D. **Electrical Upgrades:** Bury new electrical from power pole to building. Remove and replace the existing electrical panel and install new panel. See Electrical Engineering drawings for details.

E. **Paint:** Paint existing and new interior and exterior wood doors, windows and frames.

2. Bid Alternates:

The following additive alternates include:

Bid Alternate 1- Remove existing sliding panel door from south elevation and install new half-lite swinging double doors in new jamb to match original historic doors. See Door Schedule sheet A-2.

Bid Alternate 2 - Install new exterior lighting at doors, remove existing interior lights in storage and cistern room and install new interior lights. Relamp existing lights in generator room. See electrical plan, sheet E-1.

Bid Alternate 3 - Repoint and clean exterior brick surfaces at remainder of building. Repoint joints in areas of cracked or otherwise deteriorated mortar joints, cut out defective mortar joints and repoint with new mortar to match existing. Clean exterior brick surfaces.

Bid Alternate 4 - Repoint and clean interior brick surfaces. Repoint joints in areas of cracked or otherwise deteriorated mortar joints, cut out defective mortar joints and repoint with new mortar to match existing. Clean interior brick surfaces.

Project Location: Newberry Historic Power Plant
120 NW 260th Street
Newberry, FL 32669

Historic Newberry Power Plant

Phase 1 Restoration Project

Owner: City of Newberry
C/O Dallas Lee, Assistant City Manager / CFO
25493 N.W. 1st Avenue
Newberry, FL 32669
(352) 722-3937

Architect: Loci Architects, LLC
1450 Flagler Avenue, Suite 15
Jacksonville, FL 32207
(904) 660-2194
FL Licenses #94478 and #94973

Structural Engineer GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, FL 32608
(352) 377-3233

MEP Engineer Mitchell Gulledge Engineering, Inc.
204 SW 4th Avenue
Gainesville, FL 32601
(352) 745-3991

Historic Newberry Power Plant

Phase 1 Restoration Project

3. History

The Historic Newberry Power Plant is a one-story masonry vernacular building, constructed in 1913, which served as the City of Newberry's first power plant. Currently, the building is owned by the City of Newberry.

This site is of historical value. The building was placed on the National Register of Historic Places in 1987. All historic materials and artifacts discovered at the site shall remain the property of the owner and shall be immediately turned over to the owner's representative.

4. **Codes:** 2023 Florida Building Code - Existing Building, latest edition used. The Bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the contractor will in no way relieve them from responsibility.

5. **Lead-containing paint:** The building has been tested for lead. See the hazardous material testing report from the City of Newberry for more information. The contractor shall comply with all current regulations for the removal and disposal of lead-containing materials.
    - **A.** Work that disturbs lead-containing paint shall be done in accordance with applicable OSHA Regulations, Title 29, Section 1926.62 Code of Federal Regulations, OSHA, U.S. Department of Labor.
    - **B.** Dispose of lead-containing paint chips as hazardous waste according to federal, state and local regulations. Comply with all applicable regulations for the containerization, transportation and disposal of hazardous waste.

6. **Permits, fees and expenses:**

The contractor shall be responsible for all permits, fees and other expenses associated with the project as described under the Scope of Work.

Historic Newberry Power Plant

Phase 1 Restoration Project

7. **Contractor's requirements**: The contractor shall secure permits, insurance, inspection certifications and guarantees; furnish materials, labor, supervision, tools, machinery, equipment, transportation and incidentals necessary for the construction of the work. Take all measures necessary to preserve and protect existing and completed Work free from damage, deterioration, soiling and staining until acceptance by Owner.

   Contractor is required to verify existing conditions and field dimensions prior to ordering materials and the start of any fabrication or construction. If existing conditions are different than shown, notify architect immediately for modifications to the construction documents. Ignorance on the part of the Contractor will in no way relieve them of the obligations and responsibilities assumed under the Contract.

   Full time supervision shall be provided at the job site by the contractor, to oversee and coordinate the work of the sub-contractors. Periodic and occasional observations of the Work in progress will be made by the Architect and Architect's consultants as deemed necessary to review the progress of the Work and general conformance with the design intent.

8. **Licenses:** Contractors shall be fully licensed and certified in the State of Florida upon submittal of a bid and throughout the course of work. Contractor shall provide owner with Certifications of Insurance for all required insurance prior to the Commencement of Work. Certificates shall be dated, addressed and sent to the Owner before starting of Contract. Provide the termination date of the policy and a statement that the policy protects the Contractor and all Subcontractors performing work under the Contract for the job, mentioned above, against all claims for damages for personal injury, including death resulting from accident and for damage to property which may arise from operations under the Contract, whether such operations be by the Contractor, any subcontractor, or anyone directly employed by either of them.

9. **Insurances**:

Historic Newberry Power Plant

Phase 1 Restoration Project

Insurance to be written for not less than the following limits. See City of Newberry for complete insurance requirements:

A. Workers Compensation including occupational disease, and employer's liability insurance or exemption as required by Florida workers compensation law as defined in F.S.Ch. 440. Worker's Compensation insurance certificates shall contain a statement that the policy meets all requirements of the Florida Worker's Compensation Law. The limits of employer's liability shall not be less than those stated below.

1. $500,000 each accident for bodily injury by accident
$ 500,000 each employee for bodily injury by disease
$500,000 policy limit for bodily injury by disease

2. Worker's compensation insurance certificates shall contain a statement that the policy meets all requirements of the Florida workmen's compensation law.

B. Commercial general liability (including property damage, products/ company operations aggregate, premises, operations and blanket contractual liability. The limits of liability shall not be less than those stated below.

1. $ 1 million each occurrence
2. $ 2 million aggregate

C. Professional liability insurance the limits of liability to not be less than those stated below.

1. $1 million each occurrence
2. $ 2 million aggregate

D. Comprehensive automotive liability insurance (including coverage for owned, non-owned and hired vehicles. The limits of liability to not be less than those stated below.

1. $1 million minimum combined single limit.

10. **Pre-construction Conference:** to be held prior to the start of the work and shall be organized by the Contractor. Attendees shall include representatives from the City of Newberry, the Architect, the Contractor and the Subcontractors.

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11. **Photographic documentation:** Contractor to provide the Owner with digital photographs, per the Florida Division of Historical Resources Guidelines for Photograph Submission:
    A. Pre-construction photographs
    B. Periodic construction photographs (10-20 photos weekly showing the construction process)
    C. Final completion construction photographs submitted as jpeg images within 3 days of taking photographs. Photographs shall be clear, in color and taken at a higher resolution sufficient to show details. These photos will be used by the Florida Division of Historical Resources to review the progress of the work. The contractor shall obtain and transfer copyright usage rights from the photographer to architect and owner for unlimited reproduction.
    D. Documentation: photos shall include:
        1. Site and environment
        2. All exterior elevations of the building
        3. Doors, windows and masonry repairs where work will be taking place.
        4. Affected interior spaces

12. **Job Sign:** The Owner will install and maintain the required Division of Historical Resources sign during course of construction.

13. **Work Schedule:** A schedule of the proposed work to be prepared by the Contractor for the proposed flow of the work and to be part of the bid proposal to the Owner. The Bidder's estimated date for completion of the work will be used by the Owner to determine completion by the deadline of December 30, 2026. Contractor to prepare a horizontal bar-chart-type construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week.

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14. **Submittals:** Contractor to review and sign off as approved on all submittals prior to submitting them to the Architect. Failure by the contractor to review submittals prior to transmitting to the architect will result in the submittal being rejected.

15. **Existing Structure:** The contractor shall provide all measures necessary to protect the structure during construction. Such measures shall include but not limited to worker's safety including fall protection at cistern, prevention of water intrusion and security when the doors and windows are being restored, etc. The architect is not responsible for the contractor's means, methods, techniques, sequences, or safety procedures during construction.

16. **Best Practices**: In all cases, the Work of this project shall be completed according to local governing codes and in keeping with the best practices of the applicable trades. Substandard work shall be rejected.

17. **Worksite:** The worksite and building to be kept clear of debris at all times. It is the responsibility of the contractor to maintain a clean jobsite. The project to be cleaned at the end of the day to remove excess materials and debris from the site. The contractor is responsible for final cleaning of all surfaces prior to the final occupancy.

18. **Temporary Facilities and Controls:** Contractor to provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

19. **Temporary security and protection of facilities:**

    A. Contractor shall provide fall protection at cistern as required to secure opening and protect workers at all times.

    B. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that

minimize possible air waterways and subsoil contamination or pollution or other undesirable effects.

C. Provide methods to control dust, dirt, fumes and noise.

D. Keep the building secure at all times.

20. **Progress Payments:** Request for payment to be made monthly and will request payment for work done and for material suitably stored at the site up to the last day of the previous month. Schedule of Values shall be in the format of **Application for Payment** (**AIA G702) with Continuation Sheets (AIA G703)**, or their equivalents. Provide at least one line item for each Specification Section and allowance selected. Submit waivers of lien on forms, executed in a manner acceptable to the Owner and in conformance with Florida Law.

Each payment request to be for the cost of work done and the value of material suitably stored at the site since the time of the last previous request for payment. The Architect will certify a payment of the value requested of the work and materials as noted above according to their best judgment of the correct amount. Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor.

21. **Claims for additional costs or time:** all quotations or claims for changes in work shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor, and materials and shall be actual costs to the contractor. The contractor shall submit receipts or other evidence as the Architect may direct, showing their actual costs and their right to the payment claimed prior to any approval by Owner. Any changes to the Contract shall be made through a Change Order, approved in writing by both Owner and Architect.

22. **Damage to Building, Risk and Responsibility:** The Contractor shall assume all risk and responsibility incidental to the construction of the building, the work for and around the building and damage to property in or about the premises, occasioned by him or any of his employees, during the progress of

the work. The contractor shall rebuild, repair or make good any damage done by him to the building under construction, or to any adjacent or adjoining buildings.

The Architect shall not have control or be responsible for the construction means and method, techniques, procedures or sequences or the acts of omissions of the contractor or any other persons performing the work or for the failure for any of them to construct the work in accordance with the contract documents.

Any changes to the scope of work or costs requires a written change order to be reviewed and signed by the Owner and Architect prior to start of work involved.

Rejection of Work: The owner reserves the right to reject any and all Work not in conformance to the requirements of the Construction Documents. Non-Conforming Work shall be modified, replaced or redone by the Contractor at no charge in Contract Sum or Contract Time.

SECTION 04210 – BRICK MASONRY REPOINTING

PART 1 - GENERAL

1.1 SUMMARY

1. This section includes the repairs of brick masonry mortar joints (repointing or tuck pointing). See structural drawings for brick repairs. Building to be repointed and cleaned in areas of brick repairs as part of base bid. Bid Alternate 3 to include repointing and cleaning of brick surfaces at all exterior surfaces. Bid Alternate 4 to include repointing and cleaning of interior brick surfaces.

    A. Related Sections - Section 07920 – Sealant Joints

1.2 REFERENCE

ASTM International (ASTM):

ASTM A82 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

ASTM A951 Standard Specification for Masonry Joint Reinforcement

ASTM C67 Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.

ASTM C144 Standard Specification for Aggregate for Masonry Mortar.

ASTM C150 Standard Specification for Portland Cement.

ASTM C207 Standard Specification for Hydrated Lime for Masonry Purposes.

ASTM C216 Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).

ASTM C270 Standard Specification for Mortar for Unit Masonry.

ASTM C652 Standard Specification for Hollow Brick (Hollow Masonry Units Made from Clay or Shale).

The Brick Industry Association (BIA):

Technical Note 7, Water Penetration Resistance – Design and Detailing

Technical Note 20, Cleaning Brickwork.

Technical Note 46, Maintenance of Brick Masonry

Preservation Brief #2 – Repointing Mortar Joints in Historic Masonry Buildings

National Park Service, US Department of the Interior, Robert C. Mack, FAIA and John P. Speweik, www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm

1.3 QUALITY ASSURANCE

Contractor shall provide qualified masons to perform and supervise all masonry work. Masonry repairs and repointing work shall be performed by a qualified masonry contractor with at least 5 years' experience in masonry construction and repair and who have demonstrated experience with and are familiar with historic lime mortar formulations, curing conditions and performance characteristics.

1.4 MOCK-UPS:

The first section of brick mortar joint repairs (repointing or patch pointing) to be considered a "mock-up panel". For each mock-up, provide brick and mortar of color and texture that represents the brick and mortar to be used in the work. Do not begin installation of brickwork until the Owner and Architect reviews and accepts the mock-up(s).

1.5 DELIVERY, STORAGE AND HANDLING

Keep masonry mortar materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Store brick off ground to prevent contamination by mud, dust or materials likely to cause staining or other defects.

1.6 PROJECT CONDITIONS

Protection of masonry: Cover partially completed masonry when construction is not in progress. Hot-weather requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required.

1.7 SEQUENCING

Perform repointing after cleaning masonry surfaces of mildew and vegetative growth. After repointing, remove excess, wet mortar from the building immediately with a brush or sponge before it hardens. Preform a final cleaning after the mortar is fully cured to remove dust and haze from the brick.

PART 2 - PRODUCTS

2.1 BRICK MASONRY UNITS

Provide brick masonry units identical in size, texture and physical properties to those currently on the existing building for brick repairs. Field verify to match existing materials.

2.2 MORTAR MATERIALS

Repointing mortar shall be prepared and placed in accordance with the Department of the Interior National Park Service Cultural Resources Preservation Briefs 2, “Repointing Mortar Joints in Historic Masonry Buildings”, Revised edition October 1998, and in compliance with the guidelines set forth by the Secretary of the Interior’s Standards for Rehabilitation.

The repointing mortar shall match the original in color, grain size, and texture. The compressive strength of the repointing mortar shall be equal or less than the compressive strength of the original mortar and surrounding brick or stone. The replacement mortar shall contain approximately the same ingredient proportions of the original mortar.

All replacement mortar ingredients and mortar formulations will be established from test data gathered from the original materials sampled from site. Test sampling analysis to be completed by US Heritage Group Chicago or equal. U.S. Heritage Group, Inc., 3516 North Kostner Ave. Chicago, IL 60641 Phone: 773-286-2100 Fax: 773-286-1852. Email: info@usheritage.com; www.usheritage.com.

Mortar composition and color shall match existing.
Aggregate for Mortar: ASTM C 144, clean sharp natural sand.
Pointing Mortar: Type N, O, or K as required to match existing, color and texture to match existing
Water: Clean, clear and suitable for drinking

2.3 MASONRY CLEANER

A. Refer to requirements of Specifications Section 04500.

PART 3 - EXECUTION

3.1 EXAMINATION

Examine conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 PREPARATION

Contractor shall protect areas adjacent to work areas from damage. Damages resulting from contractor’s operations will be repaired by contractor at no cost to owner. Protect adjacent surfaces such as windows and doors from damage and dust. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions. Remove

sealant from mortar joints, clean and seal exposed reinforcing wire, and prepare joints for new sealant or re-pointing to match original construction.

3.3 REPOINTING OR PATCH POINTING

At locations on building with cracked or otherwise deteriorated mortar joints, cut out defective mortar joints. Deteriorated joints shall be raked back to sound, solid, back up material. All raking out should leave a clean, square face at the back of the joint to provide for maximum contact of pointing mortar with the masonry back up mortar. Shallow or feather edging shall not be permitted.

Existing mortar joints shall be raked out a minimum depth of 2.5 times the height of the existing mortar joints, however, so as not to compromise the structural stability of the wall, the joint should not be raked out more than half the width of the masonry unit.

EXAMPLES:

1/16" Mortar joint needs to be cut out to a depth of 3/16" minimum
1/8" Mortar joint needs to be cut out to a depth of 5/16" minimum
1/4" Mortar joint needs to be cut out to a depth of 5/8" minimum
1/2" Mortar joint needs to be cut out to a depth of 1-1/4" minimum
3/4" Mortar joint needs to be cut out to a depth of 1-7/8" minimum
1” Mortar joint needs to be cut out to a depth of 2-1/2" minimum

Utilize hand tools or special pointer’s grinder tools only after test cuts determine no damage to masonry units results. Vertical joints (head joints) SHALL NOT be raked out using rotary power saws. All vertical head joints must be removed by hand in stonework to prevent “over running.” Do not damage masonry units.

Rake out existing horizontal mortar joints (bed joints) that are filled with a hard Portland mortar. Contractor shall not widen the existing masonry joints. The surrounding masonry edges shall not be spalled or chipped in the process of mortar removal. Contractor shall replace all brick damaged during mortar removal with replacement units that match the original exactly.

Brush, vacuum, blow out, or flush joints with water to remove dirt and loose debris, working from top to bottom of wall. Exposed surface of masonry adjacent to joint shall be wet prior to repointing. Maintain a water sprayer on site at all times during the repointing process. Walls should be pre-soaked with water 10 minutes prior to pointing.

Rinse masonry joint with water to remove dust and mortar particles. Time the rinsing application so that at the time of pointing excess water has evaporated or run off. Joint surfaces should be damp but free from standing water.
Mortar shall be mixed according to manufacturer recommendations. The mortar material shall resemble the consistency of brown sugar during installation. This drier consistency enables the material to be tightly packed into the joint and allows for cleaner work and prevents shrinkage cracks as the mortar cures.

Joints should be pointed in layers or "lifts" where the joints are deeper than one and one-quarter inch (1-1/4 inch or 9mm). Apply in layers not greater than 1/2 the depth but not more than 1-1/4 inch or until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

LIFT EXAMPLES:
3/16" joint depth (1/16" joint existing) point in one lift
5/16" joint depth (1/8" joint existing) point in one lift
5/8" joint depth (1/4" joint existing) point in one lift
5/16" joint depth (3/8" joint existing) point in one lift
1-1/4" joint depth (1/2" joint existing) point in one lift
1-7/8" joint depth (3/4" joint existing) point in two lifts approx.-1" (each)
2-1/2" joint depth (1" joint existing) point in three lifts approx.+3/4" (ea.)
over 2-3/4 joint depth- point in lifts of no more than 1-1/4" (each)

When mortar is thumbprint hard the joints shall be finished to match the original historic joint profile. Keep mortar from drying out to quickly. Protection from direct sun, high winds for the first 72 hours after installation. Thoroughly soak the wall after the mortar has set and the finish joint profile is complete. Water soaking the wall is to be carried out nine (9) separate times allowing the wall to dry out between applications. Protect freshly pointed areas with plastic sheeting for the first 24 hours after installation.

Nine (9) wet-and-dry cycles are required and can usually be completed immediately after installation by water soaking the repointing work three times per day for three days. Nine (9) wet-and-dry cycles may take two days or one week depending on the conditions of the wall and the environment.

Acceptable curing methods include covering the repointed wall with plastic sheeting, periodic hand misting, and periodic mist spraying using a system of pipes, mist heads, and timers. Adjust curing methods to ensure that the pointing mortar is damp without eroding the surface of the mortar.

END OF SECTION 04210

SECTION 04500 – MASONRY RESTORATION CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Cleaning of the exterior brick masonry walls

B. Related Sections:

1. Section 04210 – Brick Masonry Repairs
2. Section 07920 – Joint Sealants

1.2 REFERENCES

A. ASTM International (ASTM)

B. Department of the Interior National Park Service Cultural Resources Preservation Brief 1, “The Cleaning and Waterproof Coating of Masonry Buildings”, and Preservation Brief 6 "Dangers of Abrasive Cleaning to Historic Buildings”, and in compliance with the guidelines set forth by the Secretary of the Interior’s Standards for Rehabilitation.

1.3 QUALITY ASSURANCE

A. Qualifications: Contractor shall provide qualified masons to perform and supervise all masonry work. Repointing work shall be performed by craftsmen who have demonstrated experience with craftsperson that is familiar with historic lime mortar formulations. Curing conditions and performance characteristics

B. Mock-Up Test Area: Install mock-up test area at a location approved by the Owner using specified cleaner per manufacturer's instructions. Obtain Architect and Owner's approval amount of cleaning required, appearance and workmanship standard.

1. Mock-Up Size: 4-feet by 4-feet (Minimum).
2. Mock-Up Substrate: Brick Masonry and Limestone Wall Cladding.
3. Maintain mock-up during construction for workmanship comparison.
4. Mock-up test areas will be incorporated into final construction upon Architect’s and Owner's approval.

1.4 SUBMITTALS

A. Refer to Division 1, Section 01330 for submittal procedures.

B. Product Data: Submit manufacturer's current technical product data indicating product test results and compliance as indicated.

C. Quality Control Submittals:

1. Provide protection plan of surrounding areas and non-masonry surfaces.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver cleaning materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Storage and Protection: Store and protect cleaning materials from harmful weather conditions and at temperatures conditions recommended by manufacturer. Protect from open flame or damage during construction and while stored onsite. Do not store materials on roof areas.

1.6 PROJECT CONDITIONS

A. Limitations: Proceed with cleaning only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied according to manufacturers' written instructions and warranty requirements:

1. Ambient temperature is above 40 deg F and rising.
2. Mortar for brick in fill and re-pointing has cured for more than 28 days.
3. Sealant joints have cured more that 14 days.
4. Rain or freezing temperatures are not predicted within 24 hours.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design Product Manufacturer:

1. Prosoco, Inc., 3741 Greenway Circle, Lawrence, KS 66049, 800-255-4255, www.prosoco.com

2.2 CLEANER

A. Basis of Design Masonry Wall Cleaner: Sure Klean Light Duty Restoration Cleaner

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's most recently published product technical bulletins including installation instructions, substrate testing, surface preparation and cleaning, and post installation testing.

3.2 PREPARATION

A. Protect adjacent areas damage during cleaning. Furnish and install plastic sheeting to protect landscape materials, sidewalks and steps, metal and glass panels, and other surfaces.

3.3 CLEANING

A. Clean brick masonry and precast surfaces with “Light Duty Restoration Cleaner” manufactured by Prosoco, Inc. according to the manufacturer’s written instructions. Do not pressure wash precast or brick masonry with pressure greater than 1,200 psi applied with a tip narrower than 45-degrees closer than 6-inches from the surface of the limestone.

B. Prewet the surface with clean water.

C. Apply cleaner using a brush or roller. Gently scrub to improve results.

D. Let cleaner dwell for 5 to 15 minutes. Gently scrub heavily soiled areas. Don’t let cleaner dry on the surface. If drying occurs, lightly wet treated surfaces with fresh water. Reapply the cleaner in a gentle scrubbing manner.

E. Algae growth: Treat areas of algae/moss growth with anti-fungal agent prior to cleaning masonry.

F. Rinse thoroughly with clean water. The best combination of rinsing pressure and water volume is provided by masonry washing equipment generating 400-1000 psi with a water flow rate of 6-8 gallons per minute delivered through a 15-45 degree fan spray tip. Equipment should be adjustable to reduce water flow rate and rinsing pressure as required for controlled cleaning of more sensitive surfaces. See also “Equipment” section of the Product Data Sheet. F. Repeat steps B through E above if necessary.

G. Note: Application to surfaces exposed to direct sunlight or high winds may cause rapid drying. When possible, clean when surfaces are shaded from direct sunlight. Wet hot surfaces with fresh water immediately before applying cleaner to remove loose soiling and reduce surface temperature. Do not let cleaner dry on the surface. If drying occurs, lightly wet treated with fresh water and reapply the cleaner in a gentle scrubbing manner.

3.4 CLEANING AND PROTECTION

A. Remove temporary coverings and protection of adjacent work areas.

B. Remove construction debris resulting from work in this section.

END OF SECTION 04500

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this section.

1.02 GENERAL CONDITIONS

A. All work shall be performed as specified in the general and special conditions.

1.03 REFERENCES

A. United States Department of the Interior, National Park Service, “The Secretary of the Interior’s Standards for the Treatment of Historic Properties”, latest edition.

1.04 DESCRIPTION OF WORK

A. The work in this section includes, but is not limited to the following:
    1. Security Bars at cistern windows E and F.

1.05 RELATED SECTIONS

A. Wood Door Repair and Refurbishment - 081499

B. Painting - 09910

1.06 QUALITY ASSURANCE

A. Work must be performed by a company having a history of successful experience in comparable metal cleaning and coating projects, and employing personnel skilled in processes and operations indicated.

1.07 SUMMARY

A. The Contractor shall provide all labor, materials, equipment, tools, and services required to remove, restore, and reinstall and metal security bars, as indicated in the drawings and specified and as required by the existing conditions for proper performance and completion, and in accordance with the requirements of the Contract Documents.

B. Remove loose paint and corrosion and old coating by using hand and power tools such as scrapers, wire brushes, sandpaper and power tools. Mechanical cleaning to be done in accordance with SSPC-SP3 power tool cleaning with cleaning supplemented with SSPC-SP1 solvent cleaning to remove all chlorides, oils, debris, and deleterious material, corrosion and loose or failing paint (feather edges of sound, existing paint back to a firm edge). Following cleaning, all surfaces shall be thoroughly cleaned of all debris and residue by a thorough vacuum cleaning or blow-down with clean, dry compressed air.

C. Coating of all cleaned and prepared surfaces.

1.08 LEAD CONTAINING PAINT:

A. Work that disturbs lead-containing paint shall be done in accordance with applicable OSHA regulations, Title 29, Section 1926.62, Code of Federal Regulations, OSHA, US Department of Labor.

B. Dispose of lead-containing paint chips as hazardous waste according to federal and local regulations: US Department of transportation, 49CFR Parts 173, 178 and 179.

C. Comply with all applicable regulations for the containerization, transportation and disposal of hazardous waste.

1.09 SUBMITTALS

A. Work Plan: The Contractor will submit to the Architect all materials, methods, and equipment to be used. Receive approval from Architect prior to commencing work.

B. Product Data: Submit manufacturer's product data, installation instruction, use limitations, and recommendations for each material used. Receive approval from Architect prior to commencing work.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Store and handle in strict compliance with manufacturer's instructions and recommendations.

PART 2 – PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

A. SSPC-SP1 Solvent Cleaning products to remove oil, grease and dirt from surface: The goal is to achieve the desired results with the gentlest method available. Do not use any product that may damage metal finish. Rinse thoroughly with clean water. Available products that may be incorporated into the Work include, but are not limited to the following:

1. Corotech Oil and Grease Emulsifier V600
2. Lacquer thinner
3. Denatured alcohol

2.02 EXTERIOR COATING MATERIALS AND EQUIPMENT

A. The coating system for all exposed exterior ferrous metal shall incorporate a primer and two finish coats.

B. All coating products and accessories furnished for this project shall be manufactured by the same manufacturer and shall be compatible with one another.

C. Follow manufacturer's written instructions for application. The addition of thinner or other material to the paint after the paint has been shipped shall not be permitted.

D. Tinting - All tinting materials required shall be added to the paint at the time of paint manufacture. Field tinting shall not be allowed without approval.

E. All containers shall be labeled showing the exact title of the paint, the manufacturer's name, date of manufacture, the manufacturer's batch number, and the specification number and the lot number if appropriate. Materials shall be packaged in new approved containers. Do not store materials on site.

F. Precautions concerning the handling and storage of paint shall be shown on the label of paint and solvent containers.

2.03 EXTERIOR COATING PHYSICAL PROPERTIES

A. PRIMER: _

Benjamin Moore V132 Corotech Prep All Universal Metal Primer (V132) or Approved Equal. White (01)

B. 2nd Coat:

Benjamin Moore Exterior Corotech Alkyd Urethane Enamel V201, White (01), Semi-Gloss or approved equal.

C. 3rd Coat:

Benjamin Moore Exterior Corotech Alkyd Urethane Enamel v201, White (01), Semi-Gloss or approved equal.

2.04 MANUFACTURERS

Benjamin Moore and Co., 101 Paragon Dr, Montvale, NJ 07645; Toll Free Tel: 866-708-9181; Email: info@benjaminmoore.com;

2.05 APPLICATION REQUIREMENTS

A. All coating required under this contract, shall be performed in conformance with the best practices of the trade, with the recommendations of the coating manufacturer.

B. All surfaces cleaned shall be coated with the specified prime coat the same working day. Any cleaned surface that rusts before the application of the prime coat shall be re-cleaned prior to coating.

C. Sufficient time shall elapse between successive coats to permit them to cure properly for recoating. Consult specific product data sheets for proper cure times.

D. Apply coatings via spray, brush and/or roll methods, using approved equipment that is standard to the industry, and according to all application information available from the manufacturer.

E. The application of a primer coat is required and shall be brush-applied, stippled by hand, into all edges, corners, joints, nuts, bolts, bolt threads, rivet heads, weld seams, fayed and irregular areas. An additional brush application of a penetrating nature into tight metal to metal areas should be applied as well.

PART 3 – EXECUTION

3.1 DOCUMENTATION

A. Thoroughly and carefully inspect security bars under which work is to be installed and identify defects and deficiencies. Bring conditions that are problematic to the attention of the Architect.

B. Security bars are to be reinstalled in original location and orientation after treatment is complete.

3.2 GENERAL

A. Prior to cleaning, determine degree of cleaning to be carried out and review areas requiring additional treatment with Architect.

3.3 PROCEDURES

A. The Contractor to perform all work as directed below and to the satisfaction of the Architect:

1. Protection –Exercise extreme care while working on site not to damage surrounding surfaces during removal and re-installation.
2. Remove and transport security bars offsite for treatment.
3. Remove failed coatings and corrosion in accordance with SSPC- SP3 Cleaning supplemented with SSPC-SP1 Solvent Cleaning. Work to be performed by methods which will remove all dirt, coatings, and corrosion. SSPC-SP1 Solvent Cleaning methods to be employed as necessary to augment mechanical cleaning and to ensure that chlorides, oils, etc., are removed prior to coating.
4. The surface finish should be free of all salts, oils, greases, dirt, and foreign matter. All rust, rust scale, and loose mill scale is to be removed.
5. Before coating, test surface to determine if the area to be coated is free of contaminants and desired level of cleanliness has been achieved. All metal surfaces shall be free of all cleaning residue.
6. Particular attention shall be given to all edges, corners, joints, weld seams, fayed and irregular areas. Use rotary or impact power tools to remove rust scale, loose mill scale and all loose paint. Operate power tools in a manner that prevents the formation of burrs, sharp ridges, and sharp cuts. Feather edges of remaining paint so that the repainted surface can have a reasonable smooth appearance.
7. All bare metal surfaces to be primed on the same day as cleaning, and the finish coating, to be applied within 1 to 3 days after the full primer coat. Follow manufacturer's specifications for application and cure time between primer, intermediate, and top coats.
8. Return security bars to the site and reinstall in original location and orientation.

END OF SECTION

SECTION 06200 – FINISH CARPENTRY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Specification Sections, Drawings, and Details of the Project Manual as well as the general provisions of the Contract, including General Conditions, apply to this Section.

1.2 DESCRIPTION OF WORK: Furnish all labor and materials and complete all work of this section as shown on the drawings and/or as specified herein. The work shall include the following.

1. Interior and Exterior wood casing, stool, sills, brickmoulds, aprons and base at existing windows and new doors to match historic trim at adjacent windows and doors.

1.3 RELATED SECTION:

A. Section 07920 – Joint Sealants

B. Section 09910 - Painting

1.4 SHOP DRAWINGS: Submit shop drawings for all fabricated items in this section. Show materials, shapes, dimensions, assembly, engagement with other work and all other information necessary to the construction specified herein.

1.5 MEASUREMENTS, FITTINGS AND INSPECTION: Existing trim in good condition to remain. Replace damaged or missing casing and trim to match existing units. Contractor shall examine adjoining work on which his work is dependent and report any errors or deficiencies and work shall not proceed until such conditions have been remedied.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Firm experienced in producing architectural woodwork similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units without delaying the Work.

B. Historical Accuracy: All visible building elements, including plain and ornamental features, materials and methods of fabrication and construction, shall match as closely as possible the original elements of the building. The contractor and Subcontractors, as well as all fabricators of specialty items, shall make themselves familiar with details through examination of actual samples of historic components, The Work of this Project shall match in quality, style and detail, the existing and original details to the approval of the Architect.

1.7 APPLICABLE STANDARD SPECIFICATIONS AND GRADING RULES:

A. Architectural Woodwork Institute Specifications and Quality Standards.

B. Southern Pine Inspection Bureau Grading Rules.

C. Western Wood Product Grading Rules.

D. National Hardwood Lumber Grading Rules.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Storage: Protect woodwork during transit, delivery and storage and handling to prevent damage soilage, and deterioration. Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings.

PART 2 – PRODUCTS

2.1 MATERIALS:

1. Finish Carpentry materials shall be well seasoned or kiln dried to the recommended moisture content of AWI. Materials shall generally be of the following species:

   A. INTERIOR AND EXTERIOR TRIM: Trim around window casing, mullions, stools, sills, brickmould and aprons to be Sapele wood or equal and match original in color, figure, grain, texture, hardness, and general attributes and appearance.

PART 3 – EXECUTION

3.1 FINISH CARPENTRY:

A. The Architect reserves the right to approve the millwork manufacturer selected to furnish all of the millwork and finished carpentry materials. The approved millwork manufacturer must have successfully completed comparable work.

B. All finish work shall be done by experienced carpenters. All pieces shall be neatly and accurately fitted and nailed without hammer marks. Joints shall be accurately and inconspicuously made by coping wherever possible and mitering. Carefully scribe to all surfaces.

C Backpriming: Apply two coats of primer to concealed surfaces of woodwork and end-grain surfaces.

D. All work shall be securely assembled and fastened with proper type and adequate size nails, screws, corner irons, etc. All finish nails shall be countersunk with wood filler & plugs completely covering exposed metal. All glue shall be best quality water resistant type used in strict accordance with manufacturer's directions with proper clamps, blocks, etc.

E. All trim, casing, and similar finish items shall be carefully trimmed and neatly-reverse miters in inside corners, exterior miters at outside corners. Workmanship which is not of the quality specified herein will be rejected. Follow detailed drawings. Whenever possible, trim shall be continuous without joints and scarf joints shall be used where continuity is broken at splices. Do not make joints with pieces shorter than eight feet.

END OF SECTION 06200

SECTION 07920 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes, but is not limited to, sealants for the following exterior applications:

1. Exterior building wall joints especially between brick masonry, cast stone sills or lintels, window frames, and door frames.
2. Miscellaneous exterior wall penetrations and joint locations not specified elsewhere.

B. Provide joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.2 SUBMITTALS

A. Product Data: For each product specified. Submit manufacturer's specifications and installation instructions.

B. Samples: Submit manufacturer's standard bead samples showing full color range available and back-up material to be used.

C. Compatibility and Adhesion and Stain Resistance Test Reports: Submit reports from manufacturer indicating that materials forming joint substrates and joint backings have been tested for compatibility, adhesion, and stain resistance with joint sealants.

D. Installer's certification of qualifications from each manufacturer

1.3 QUALITY ASSURANCE

A. Applicator Qualifications: At least five years successful experience in application of materials specified. Applicator's site superintendent shall have a minimum five years of project superintendent experience in the application of similar materials. Same superintendent to be on site during entire application of materials.

B. Compatibility with Substrate and Coatings: Applicator shall be responsible for verifying with sealant manufacturer that sealants used are compatible with joint substrates and coatings to which sealants will come in contact. Schedule sufficient time for the conducting of testing, certification of results and submission which will not cause a project delay.

C. Applicator shall be responsible for providing a completely sealed building and ensure that all exterior joints between surfaces are properly sealed even if not detailed in Contract Documents.

1.4 MOCKUP

A. Prior to installation of joint sealants, installer to apply sealants to field constructed mock-ups to verify submittal process selections, aesthetics, surface preparation, primer requirements and

adhesion of submitted products to actual substrate. Mockups are to be at least three feet in length for each joint condition or substrate.

B. After the sealant has cured for a minimum of 7 days, perform three adhesion tests for each combination of representative joint sealant products and substrates. If adhesion tests fail, repeat at similar locations using improved cleaning methods and primer recommended by the sealant manufacturer. Advise the Owner and Architect before testing so that testing may be witnessed by the Owner's Representative.

C. Provide written reports to document results of each test.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum 10 years' experience.

B. Use personnel specifically trained in proper application procedures and who are thoroughly familiar with joint details shown on drawings and installation requirements as specified in this section.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver in manufacturer's original, unopened containers identifying each product specified, relating to product literature submitted.

B. Store in accordance with manufacturer's recommendation; take precautions to ensure material fitness when installed for design performance.

1.8 WARRANTY

A. Manufacturer's Warranty: Provide written manufacturer's warranty against failure of materials due to defects of manufacture. Warranty period shall be 10 years for exterior sealants and 5 years for other materials. Warranty shall include provisions that warrant against staining of adjacent surfaces that exceed test results submitted as part of the submittal requirements.

B. Contractor's Warranty: Provide two-year written installer's guaranty against failure due to adhesion and cohesion loss, outgassing from backer materials or other failures in maintaining air or watertight condition or failures in providing non-blistered or unruptured joints.

C. Warranty period shall begin from the date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. One-part Silicone Sealant: ASTM C920, low modulus, one component, nonsag, neutral cure silicone equivalent to Dow Corning 790. Color to match adjacent materials subject to selection by the Owner.

B. Backer Rod for Sealant: Closed-cell polyethylene foam backer rod, non-staining, compatible with sealant primer, and of resilient nature. Materials impregnated with oil, bitumen or similar materials shall not be used.

C. Bond-Breaker Tape: Polyethylene tape with adhesive strip on one side

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

A. Use solvents to clean equipment, tools and smears that are recommended by the sealant manufacturer. Solvents such as mineral spirits, kerosene or paint thinner shall not be used. Such cleaning should be accomplished as work progresses.

B. Do not apply materials on wet or damp surfaces, over dust, dirt, oils or other contaminants.

C. Do not apply materials when ambient air temperature is less than 40° F or less than 45° F and falling.

D. Do not apply any more bond breaker material than can be sealed in a day's time.

E. Store all materials in dry storage at temperatures above 40° F. Wet or damaged materials or containers shall not be used.

F. Apply new sealant under pressure with power actuated or manual gun. Gun must have correct nozzle size and pressure to fill joint completely.

G. Do not place polyurethane sealants in contact with silicone sealants.

H. Do not use an air blower to clean out dust and debris. Only clean rags or brushes are acceptable.

I. Install backer rod with a blunt object. Damaged backer rod must be replaced with new materials.

J. Size backer rod so that it will compress to 25 percent when installed into joint. Do not lap ends and do not have gaps greater than 1/8 inch between sections. Contractor is to provide various sized backer rods to accommodate various joint widths.

K. If required based on the results of adhesion tests, prime all joints to be sealed with sealant manufacturer’s primer. Do not apply excessive amounts of primer to joints. Allow primer sufficient time to dry.

3.2 PREPARATION AND APPLICATION

A. Install new closed cell backer rod in joint to provide an “hour glass” shaped sealant joint profile. At the center of the joint, the depth of the sealant shall be approximately 1/2 the width of the joint as recommended by the sealant manufacturer. Minimum sealant joint depth shall be 3/8inch.

B. Where the depth of the joint does not allow the use of backer rod, install new bond-breaker tape to back side of joint to exact width of joint. Do not lap or otherwise stretch tape. End joints of 1/8 inch wide at corners can be sealed with a small dab of sealant.

C. Apply new sealant under pressure with power actuated or manual gun. Gun must have correct nozzle size and pressure to fill joint completely.

D. Tool joints immediately with a rounded wood or metal spatula. Do not use wet tool method. Tooling must be accomplished before sealant begins to skin.

E. All finished work must be uniform, clean, neat and free of overlapping joints.

END OF SECTION 07920

SECTION 08212 - WOOD DOORS

PART 1–GENERAL

1.01 SUMMARY

A. This procedure includes guidance on the removal and replacement of deteriorated or damaged exterior pairs of wood doors and frames with new pairs of doors and frames to match the original historic doors. Reverse door swing of doors to swing outward towards path of travel.

B. These guidelines cover the following sections:

1. Safety Precautions
2. Historic Structures Precautions
3. Submittals
4. Quality Assurance
5. Delivery, Storage and Handling
6. Project/Site Conditions
7. Sequencing and Scheduling
8. General Protection (Surface and Surrounding)

1.02 REFERENCES

A. Architectural Woodwork Institute (AWI) www.awinet.org

1.03 SYSTEM DESCRIPTION

A. Take all required field measurements and verify installation conditions for work.

1.04 SUBMITTALS

A. Shop Drawings:

1. Indicate general construction, jointing methods, hardware locations and cut-outs for raised panels and glazing.
2. Indicate opening, sizes, door type and grade, and show elevation, swing, light cut out sizes, locations and undercuts.

B. Samples:
    1. Submit sectional sample of door construction indicating grade and species.
    2. Submit sample of paint and finish for approval of Architect and Owner.

1.05 PROJECT/SITE CONDITIONS:

A. Field Measurements: Take all required field measurements and verify installation conditions for work of this section prior to ordering and fabrication of material.
B. All new doors shall be custom fabricated to match the existing historic doors. Contractor to work with Architect to determine if parts of existing doors can be salvaged for used for fabrication of the new doors.
C. Contractor to keep all existing doors on site as a reference for fabricating of new doors. Upon project completion, store existing doors where directed by owner.

PART 2–PRODUCTS

2.01 MATERIALS

A. Wood doors, premium grade, made from Sapele, or equal with raised panels.

2.02 FABRICATION

A. Moisture content shall be 12% maximum at time of fabrication for all wood material.
B. Fabricate doors in accordance with requirements of AWI Quality Standards to match existing in construction and quality.
C. Allowable Tolerances for Fabrications of Doors:
    1. Size: Plus or minus 1/16” overall dimensions.
    2. Maximum warp: 1/4”
    3. Squareness: Length of diagonal measured on face of door from upper right corner to lower left corner between length of diagonal measured on upper left corner to lower right corner - maximum difference of 1/4”.
    4. Factory finish thickness: Minimum 1 mil., cured.
D. Door stops to match existing.
E. Make cut-outs and provide stops for glass in original locations using profiles matching the original.

F. Doors to receive hardware. Hardware locations to match its location on original doors and shall meet ADA requirements. See Door Hardware Specifications 087100 for required heights for the ADA door hardware.

PART 3–EXECUTION

3.01 PREPARATION

A. Take necessary field measurements and field verify existing conditions prior to ordering and fabrication of material.

3.02 ERECTION, INSTALLATION, APPLICATION

A. Carefully remove existing damaged doors from frame and label with location.
B. Label each member prior to disassembly.
C. Remove all glazing and restore to original condition. Reuse existing glazing in new doors, if possible. Replace glass that is been broken, chipped, cracked, abraded or damaged before or during the construction period.
D. Fabricate new doors to match existing.
E. Fitting and Machining:
    1. Fit doors for width by planning; for height by sawing.
        a. 3/8 inch maximum from bottom.
        b. 1/8 inch maximum from top.
        c. Bevel lock and hinge edges, 1/8” to 2”.
F. Machine doors for Hardware: Doors to receive new ADA lever and panic door hardware.
G. Cut doors for glazing. Cuts in replacement doors shall match size and location of openings cut in original doors.
H. Refinish all job site cut surfaces before final hanging of doors.
I. Install wood door frames level, plumb, true, and aligned with adjacent materials. Countersink fasteners, fill surface flush, and sand smooth.
J. Install doors in accordance with requirements of AWI Standard and as indicated.
    1. Clearances:
        a. Allow maximum of 1/8” at jamb and head for fit doors.
        b. Allow maximum of/ 1/4-inch clearance from bottom of door.
    2. Install original glazing in original locations.

3.03 ADJUSTING/CLEANING

A. Replace or rehang doors which are hinge bound and do not swing or operate freely.
B. Refinish or replace job finished doors damaged during installation.

END OF SECTION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

B. Examine all other Sections of the Specifications for requirements which affect Work of this Section whether or not such Work is specifically mentioned in this Section.

C. Coordinate Work with that of all other trades affecting or affected by Work of this Section. Cooperate with such trades to assure the steady progress of all Work under Contract.

D. It is the intent of the Specifications and the Drawings to require that the equipment to be furnished complete in every respect, and that this Contractor shall provide all equipment needed and usually furnished in connection with such systems to provide a complete installation. Equipment, materials, and articles incorporated in the Work shall be new and of the best grade of their respective kinds.

1.02 SCOPE OF WORK

A. Repair of the historic wood double hung and transom windows to good, operable condition: Remove temporary aluminum window screens at exterior of building. Remove upper and lower window sashes and repair off-site. Label each sash with location in order to reinstall in correct location. Secure building at all times when windows are removed. Repair of damaged wood, removal of paint, glazing and broken or missing windowpane glass and installation of new glass to match existing adjacent glass.

Repair of the existing wood windows to include painting and reglazing. Work includes interior and exterior paint removal, removal and repair of sashes (including reglazing where necessary), repairs to the frame and window hardware, reinstallation of the sashes and priming and repainting with two finish coats.

1. Restore all components of existing wood windows, Including frames, sash, trim, glass and glazing, panels, rails, weights, pulleys and hardware.

2. Restoration of historic windows consists of paint removal, consolidation and filling of deteriorated areas with specified epoxy material, tightening of joints, priming, painting, restoring hardware and providing new hardware where necessary to make the sash operable as required, and sealing joints at window frame perimeter.

3. Double-hung windows will remain operable. Restore operational hardware and ensure windows operate fully, freely, and smoothly.

4. Salvage, repair, and retain historic hardware where reusable; replace any missing or inoperable hardware to match existing.

5. Install new spring bronze weather-stripping at full perimeter of all operable sash.

6. Chemically strip all paint from wood and prep, prime, and paint wood window sash, including wood stops, muntins off site.

7. Window frames are to be restored in place. Window Frames are not to be removed from the building.

8. Fabricate and install new screens in wood frames to fit existing windows. Install new screen hardware that allows screens to be removed for cleaning.

B. Levels of Window Restoration: At completion of window restoration, restored windows shall include all wood, glass, sealants, hardware, and paint. All restored windows shall be operable. Restoration shall include stripping of paint and coatings, repair and replacement of all damaged and deteriorated wood elements (using consolidation, consolidation and patching, Dutchman repairs, member replacement, and element replacement), surface preparation and painting, restoration of existing hardware and sealing joints at window frame perimeter.

1.03 RELATED SECTIONS

A. Section 07920 – Joint Sealants

1.04 QUALITY ASSURANCE

A. "Skilled Craftsperson" is defined as an artisan trained in the conservation, reproduction and restoration of wood windows. The craftsperson must have experience in restoration of wood windows.

1. Wood window restoration shall be carried out by skilled craftsmen who are thoroughly experienced with materials and methods specified and have a minimum of three years' experience with work on historic buildings similar to that required by this Section. In acceptance or rejection of work of this Section, no allowance will be made for workers' incompetence or lack of skill.

1.05 REFERENCES

A. National Park Service US Department of the Interior Technical Preservation Services Preservation Brief 9 The Repair of Historic Wooden Windows, John H. Myers.

1.06 SUBMITTALS

A. Product Data: Manufacturer's technical data for each product to be used in work of this Section.

B. A schedule of work showing all windowpanes to be replaced.

1.07 DELIVERY, STORAGE, AND HANDLING

A. General: Deliver, store, and handle all materials to protect them from damage, moisture, dirt, and introduction of foreign matter. Store materials on raised platforms and under ventilated, waterproof cover, Store packaged materials in manufacturer’s unopened containers, marked with manufacturer's name and product brand name. Immediately reseal containers after, partial use. Remove damaged and deteriorated materials and replace with fresh materials.

1.08 PROJECT CONDITIONS

A. Safety: Take all necessary precautions to protect all persons, whether engaged in work of this Section or not, from all hazards of any kind associated with the work of this Section.

B. Protection of Building: Protect building elements and finishes from damage or deterioration caused by work of this Section. Repair any damage to materials or finishes to Project Architect or Project Manager's satisfaction at no additional cost to Owner.

1. Take all necessary precautions to prevent fire and spread of fire.

1.09 LEAD-CONTAINING PAINT

A. Work that disturbs lead-containing paint shall be done in accordance with applicable OSHA regulations. Title 29, Section 1926.62 Code of Federal Regulations, OSHA, US Department of Labor.

B. Dispose of lead containing paint chips as hazardous waste according to federal, state and local regulations. US Department of Transportation, 49CFR Parts 173, 178 and 179.

C. Comply with all applicable regulations for the containerization, transportation and disposal of hazardous waste.

1.10 ENVIRONMENTAL CONDITIONS

A. General: Perform work only when temperature of products being used, temperatures of existing and new materials, and air temperature and humidity comply with product manufacturers' requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.

B. Use of Epoxy Resins: Mix and apply epoxy resins only when temperatures are between 50 degrees Fahrenheit and 80 degrees Fahrenheit.

PART 2 – PRODUCTS

2.01 EXISTING PRODUCTS

A. Windows being restored are existing elements of the historic building. Contractor is to provide reasonable assumptions as to the conditions of the substrates based on their observations and experience with similar projects. Contractor is to include an assumption of rot and UV deterioration in the wood of the sash and visible members of the frame.

B. Existing material shall be reused whenever possible in the repair and rehabilitation of historic wood windows. This includes all wood elements, hardware, and glazing that are determined to be of historic significance. Replacement of the window elements with new material shall be done only when original materials are so deteriorated as to prohibit their useful function.

2.02 MATERIALS, GENERAL

A. Any wood replaced shall be done so with the same species as original making every effort to match the age, grain direction and growth rate of the piece it is replacing.

B. Work that is, to be finished or painted shall be free from defects and blemishes on surfaces exposed to view that will show after finish coat of paint is applied.

1. Materials that are in any way defective and not up to specifications for quality and grade, or otherwise not in proper condition, shall be rejected.

2.03 ADHESIVES AND FASTENERS

A. Adhesive for Dutchman Repairs, Member Replacement, and New Sash Fabrication:
Epoxy resin glue, designed for use with wood.

1. 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:

a. Abatron, Inc.
b. ConServ Epoxy LLC.
c. Gougeon Brothers, Inc.

B. Wood Consolidation and Patching System: System of epoxy resins and fillers designed for consolidating and patching deteriorated wood.

1. 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:

a. Abatron, Inc.
b. ConServ Epoxy LLC.
c. Gougeon Brothers, Inc.

2. General: Prepare epoxy resins using accurate measuring containers, calibrated pumps, or other means approved by the Project Manager to ensure proper proportioning of resins and hardeners. Mix each batch in clean container without traces of cured resins. Mix components thoroughly following manufacturer's instructions. Do not mix more epoxy resin then can be applied before It. thickens sufficiently to affect its use.

3. Wood Consolidant: Mix resin and hardener as recommended by manufacturer to provide material of a viscosity that will thoroughly penetrate deteriorated wood.

4. Wood Filler: Mix resin, hardener, and fillers as recommended by manufacturer and as determined by testing to provide appropriate properties for filling in each case. Composition of filler may vary depending on surface area of patch, depth of patch, whether patch Is on vertical or horizontal surface, temperature of wood and surrounding air at time of application, and other conditions affecting action of epoxy resin and fillers. Adjust ingredients and proportions within limits recommended by manufacturer to provide optimum filler for each condition.

C. Screws for Attaching, Hardware: Provide all new solid brass screws to match existing brass screws. All other screws shall be stainless steel.

2.04 GLASS AND GLAZING SEALANTS

A. Primer: Provide primer to ensure adhesion to wood surfaces unless specifically recommended otherwise by sealant manufacturer.
B. Color: White to match paint color.
C. Glazing points shall be stainless steel or galvanized steel.
D. Glass: Existing intact original glass shall be reused. Any removed lights shall be reused in their original frames and positions. Broken or missing glass to be replaced to match existing.
E. Glazing Compound:
1. Glazing compound for single pane glass to be linseed oil-based, non-staining and non-bleeding.

2.05 HARDWARE

A. General: Restore existing hardware. New hardware to match existing hardware where hardware is missing or existing hardware is damaged or deteriorated so as to be non-restorable.
B. Sash Lifts: Restore existing sash lifts. New sash lifts to match existing sash lifts in material, configuration, size, and finish where existing sash lifts are missing or damaged.
C. Sash Locks: Restore existing sash locks. New sash locks to match existing sash locks in

material, configuration, size, and finish where existing sash locks are missing or damaged.

D. Sash Pulleys: Clean, lubricate and reuse sash pulleys. Replace sash pulleys if necessary to operate the windows with sash chains.

E. Sash Cord: Replace all sash cords with minimum breaking strain capacity of 350 kg.

F. Sash Weights: Ensure that sash weights allow full operation of each sash and allow sash to be balanced at any position in which it is placed. Add weights to existing sash weights or replace existing sash weights with new heavier weights to balance heavier sash if necessary.

G. Screws for Attaching Restored Existing Hardware: Clean, salvage existing screws. Where screws are missing or damaged so as to be unsalvageable, provide new screws to match existing screws in material, size, and configuration.

H. Screws for Attaching Replacement Hardware: New screws to match screws in existing hardware.

2.06 PAINTING

A. All restored sash shall be shop painted as per the requirements of Section 09910.

PART 3 - EXECUTION

3.01 WOOD WINDOW RESTORATION – GENERAL

A. General: Repair all frames, sashes, and trim using methods specified in this Section. Restoration work includes all work necessary to provide restored windows complying with intent of this Section.

B. All Wood Components: Finished windows shall be fully intact, structurally sound, weather tight windows. Patch holes, indentations, gouges, etc. using epoxy wood filler for holes less than 1 Inch x 1 inch x 1/2 inch deep and wood Dutchmen for holes equal to or greater than 1 inch x 1 inch x 1/2 inch deep.

C. Preservative Treatment: Preservative treat carpentry and millwork materials exposed to weather or in contact with Masonry or other dissimilar materials.

3.02 GENERAL RESTORATION SEQUENCE - EACH WINDOW TO BE RESTORED

A. Label all sashes.

B. Label glass panels for reinstallation at completion of window restoration.

C. Remove upper and lower sash for repair.

D. Provide temporary protection at window openings as specified herein.
E. Remove glazing stops. Salvage unbroken glass for reuse.
F. Strip paint from glass and sash, and repair sash, as required for new operation.
G. Prime and paint sash.
H. Strip paint and repair exterior frame, sill, and trim in place.
I. Prime and paint frame, sill and trim.
J. Install restored existing hardware, new hardware.
K. Re-install sash.
L. Make final adjustments to hardware to achieve optimum operation.
M. Install new window screens

3.03 WINDOW REMOVAL AND PROTECTION

A. Remove upper and lower sash for off-site restoration and alteration. Remove the window upper and lower sash from the frame by removing the hardware and hinges. Label hardware and locate position for reinstallation. While the sashes are out of the frame, the condition of the wood in the jamb and sill can be evaluated. Repair and refinishing of the frame may proceed concurrently with repairs to the sash.

B. Temporary Protection: Provide temporary closure of window openings.
1. Seal windows openings with plywood.
2. Size temporary panels to exact dimensions of openings and fasten to wood frame with screws.

3.04 WINDOW REPAIR AND REGLAZING

1. Deteriorated putty shall be removed manually, taking care not to damage the wood along the rabbet. Remove the glass and the glazing points which hold the glass in place. Glazing points can be extracted and the panes numbered and removed for cleaning and reuse in the same openings. Putty remaining on the glass may be softened by soaking the panes in linseed oil, and then removed with less risk of breaking the glass.
2. Where glass is missing or broken, measure the dimensions of the window opening and cut a new piece of glass to fit. match existing glass in size, thickness, waviness and color. New cut glass to fit with 1/16" space on all four sides. glass with chips at break edges will not be accepted.

3. Remove existing paint at sashes: Save sound paint that forms a continuous sound surface. Remove paint that is cracked, loose or peeling. Remove all deteriorated paint to bare wood surfaces with a hook scraper or chemically strip wood frame elements to wood surfaces. Dispose of chemical stripper as required by law for lead containing material. Include the face surfaces, edges, and the flat band of the interior moulding profile next to the glass. Additional repairs to the frame and sash may include consolidation or replacement of deteriorated wood. Take care not to have charring from the heating device or gouging from the scrappers. All profiles shall maintain the original sharp shape and are not rounded over.
4. Provide dutchman repairs where wood is structurally compromised. Dutchman repairs shall provide continuous smooth surfaces matching planes and profiles of wood members being repaired. Dutchman shall match wood being repaired in species and cut. Fabricate new components for any components which are deteriorated in entirety and cannot be repaired with Dutchmen and epoxy. Replacement elements shall be of same species with configurations, profiles, dimensions and joinery to exactly match those of existing elements.
5. Brush wood with linseed oil and primed with an oil-based primer or paint prior to installation of glazing compound. Before reinstalling the glass, a bead of glazing compound or linseed oil putty should be laid around the rabbet to cushion the seal of the glass. The pane is then pressed into place and the glazing points are pushed into the wood around the perimeter of the pane.
6. Final glazing compound or putty is applied and beveled to complete the seal.
7. Clean the exterior panes: polish the outside of the pane with whiting in a dry soft paintbrush immediately after tooling. sweep out any remaining buildup of whiting from the lower corners. This cleans oil from the putty that got on the pane during the glazing process off the glass and promotes the surface of the putty to dry and form a skin.
8. Tool the interior putty: trim excess putty with a putty knife from the interior, do not disturb the face the exterior putty by pushing too hard against the pane. tool down the interior putty to form a watertight seal at the joint between the glass and the wood. Make the putty flush with the wood.
9. Clean the interior panes: Repeat clean with whiting as per step 7 at interior of window.
10. Paint the sash on the interior and exterior as soon as a “skin” has formed on the putty, usually 2 or 3 days.

3.05 PAINTING

A. General: Paint and finish new and restored elements of frames and trim to match original finishes and/or as specified by Architect. Prime and paint sash in controlled environment

according to manufacturer's instructions.

B. Prepare substrates for repairs by hand sanding with 100grit paper.

C. After substrate is sanded, vacuum all surfaces and remove remaining dust with barely damp dust-free cloth. Allow surfaces to dry completely before priming.

E. Apply one coat of alkyd or 100% acrylic primer to all surfaces of the sash including putty beds. On all window sash, extend primer and paint 1/16" onto glass to seal glazing. It is important to paint bottom edge to prevent water intrusion.

F. Lightly sand surfaces after the primer has dried and clean of all dust.

G. Apply two topcoats of premium quality 100% acrylic paint to all surfaces. Color to match existing exactly unless otherwise specified.

H. Immediately after installation touch-up any disturbed areas of paint.

3.06 FRAME RESTORATION

A. Preparation

1. Remove dirt and debris from frame, including loose dirt inside window frames accessible from jamb access panels.
2. Remove extraneous nails, staples, bolts, hooks, etc., from window frame and wood trim.
3. Protect frame and opening from weather. Dry all wood to moisture content below 1.7 percent.
4. Strip paint from exterior frame members and sills. Use care to avoid damage to wood.

B. Frame Repair Procedure: Inspect all frame components for condition. Test wood using an ice pick and moderate hand pressure to determine extent and depth of deterioration. Repair and replace wood elements as required to provide sound frame with all members having original planes and profiles.

1. Member Repair: Consolidate areas of members where wood is deteriorated and fill small holes (less than 1 inch x 1 inch x 1/2 inch deep), cracks, and open joints using epoxy fillers. Provide dutchman repairs for holes equal to or greater than 1 inch x 1 inch x 1/2 inch deep. Install per manufacturer's written instructions.

2. Joint repair: Tighten loose and open joints in frame using specified adhesive and finishing nails properly countersunk. Fill all joints that cannot be closed without dismantling the window frame with epoxy wood filler. Install per manufacturer's written instructions.

C. Finishing

1. Prime paint frame and apply two finish coats.

3.07 INSTALLATION OF RESTORED SASH

A. General: Install restored existing sash and any new replacement sashes in restored, primed original frames. Ensure that existing sashes are returned to their original locations.

B. Fitting: Fit sash properly in frame.

C. Hardware: Install sash using restored existing hardware and new hardware matching existing hardware. Accurately fit and adjust hardware as required for proper operation. At completion of installation, windows shall be complete with all components and with unblemished paint and finish coats. All operating sashes shall operate smoothly over entire height.

D. Sash Balances: Install sash with sash chains/cords and weights properly adjusted to allow sash to close securely, open completely to top of track, and remain stationary at any position in track.

E. Sash Hardware: Install any hardware, including sash lifts and sash locks, on restored sash in the same locations as originally. Adjust sash locks for smooth easy operation and firm, secure locking.

F. Wax: Treat unpainted sides of stiles and frame with wax for ease of window operation.

G. Adjustment: Adjust hardware, and Interior stops for proper window operation.

3.09 ADJUST AND CLEAN

A. General: Within one (1) week of date set for inspection to establish Substantial Completion, examine windows and adjust for optimum operation.

B. Adjust and check each window and each operating item of hardware to ensure proper operation end function of every unit.

C. Lubricate moving parts including existing pulleys with machine oil. Replace elements that cannot be adjusted and lubricated to operate freely and smoothly for the application made. All ropes to be new.

D. Clean new and existing finish hardware.

E. Clean glass.

END OF SECTION

SECTION 087100 – DOOR HARDWARE

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

A. Section includes: Furnish all labor and materials and complete all work of this section as shown on the drawings and/or specified herein. The work shall include the following.

1. Door hardware for the following:
    a. Swinging wood entry doors

1.2 RELATED SECTIONS

A. Section 081499 Wood Door Replication

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's specifications, installation instructions and general recommendations for door hardware installation.

B. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware. Verify door hardware works with historic doors prior to ordering hardware.

1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
3. Content: Include the following information:
    a. Identification number, location, hand, size, and material of each door and frame.

b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
d. Fastenings and other installation information.
e. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
f. Mounting locations for door hardware.
g. List of related door devices specified in other Sections for each door and frame.

C. Warranty Information

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed door hardware installation work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.5 DELIVERY, STORAGE, AND HANDLING

B. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to project site.

1.6 FIELD CONDITIONS

A. Field Measurements: Verify conditions and overall thickness of door and ability to accommodate new door hardware prior to ordering hardware.

B. Coordination: Coordinate door refinishing with new door hardware installation.

1.7 WARRANTY

A. Warranty period: Three years from date of Substantial Completion unless otherwise indicated below:

1. Manual Closers: 10 years from date of Substantial Completion

PART 2 PRODUCTS

SECTION 087100 – DOOR HARDWARE

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of door hardware from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbs to release the latch per FBC 1010.1.3. Locks do not require use of a key, tool or special knowledge for operation.

B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the Florida Building Code – Accessibility

1. opening decides shall not require tight grasping, pinching, or twisting of the wrist and that operate with a force more than 8.5 lbs per FBC 404.2.9

2. Bevel raised thresholds with a slope of not more than 1:2. Provide sloped threshold not more than ½" in in high per FBC 404.2.5.

3. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.

4. Handles, pulls, latches, locks and other operable parts on doors shall comply with FBC 404.2.7. Operable parts of such hardware shall be 34 inches minimum and 48 inches maximum above the finish floor or ground.

2.3 SCHEDULED DOOR HARDWARE

A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule in Part 3.

2.4 HINGES

A. Hinges:

1. New hinges to match existing hinges 5" ball hinges.

2.5 PANIC HARDWARE

A. Traditional Exit Device: ANSI/BHMA A156.3 Grade 1

1. Manufacturer: ASSA Abloy Yale Two Surface Vertical Rod Exit Devices. Entry by lever lock/unlocked by key or lever only, Trim Color: 630 Stainless Steel or an approved comparable product.

a. Door Opening Width: Varies. (Verify in Field)

b. Door Thickness: 1-3/4" (Verify in field)

c. Projection: 5-5/8" active

d. Latchbolt: Top: ¾ throw, pullman-type with automatic deadlatching. Bottom: 5/8" throw deadbolt, held retracted during door swing.
e. Vertical Rods: ½" O.D. tubular brass, stainless steel with rod guides.
f. Strike: Top: roller type 791. Bottom: Flush mounted 790.
g. Fasteners: Machine screws and wood door fasteners standard for panic hardware.
h. Trims: 626 series ADA escutcheon trim
i. Trim: Reflections Hudson ADA Lever TB
j. Finish: 630 Stainless Steel

2.6 KEYING

A. Keying Systems:
1. Key doors alike.
2. Quantity: Three

2.7 CLOSURE

A. Surface Closure: ANSI/BHMA A156.4 Grade 1; rack-and pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closures depending on size of door exposure to weather and anticipated frequency of use. Provide factory-sized closer adjustable to meet field conditions and requirements for opening force.
1. Type: Non-Hold Open Arm
2. Mounting: Top Jamb Mount
3. Finish: Aluminum
4. Aluminum Body

B. Door closers shall be adjusted so that from the open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum per Florida Building Code 404.2.8.1 Door closers.

2.8 THRESHOLDS

A. Provide threshold and seal products which have been manufactured, fabricated and

installed to met the following design criteria:

1. Performance obtained from test procedures ICC/ANSI A117.1
2. Compliant with UL 400
3. Compliant with ADA Standards

B. Manufacturer: Pemko Manufacturing Company

1. Contact: PO Box 3780, 4226 Transport Street, Ventura, CA 93003; Telephone: (800)283-9988, (805) 642-2600; Fax: (805) 642-4109; Email: pemkosales@pemko.com; website: www.pemko.com

2, Saddle Threshold:

a. Material: Extruded tempered aluminum 6063-Tg

b. Finish: A- Aluminum

c. Manufacturer model Number: 272, ADA Accessible or an approved comparable product. Saddle threshold fluted top, barrier free

2.9 SWEEP:

A. Door Bottom Sweep with rain drip: 3452DPK ½" Wide x 1-1/4" High Color: A Aluminum

1. Manufacturer: Pemko Manufacturer Company, P.O. Box 3780, 4226 Transport Street, Ventura, CA 93003; Telephone: (800) 283-9988, website: www.pemko.com

2.10 WEATHERSTRIPPING:

B. Cushion-type V-shaped metal weatherstripping for door heads and jambs; 1-1/8" wide by .008" hemmed spring bronze (Brass) (B). Color: B75: B – Mill Finish Bronze Metal

1. Manufacturer: Pemko Manufacturer Company, P.O. Box 3780, 4226 Transport Street, Ventura, CA 93003; Telephone: (800) 283-9988, website: www.pemko.com
2. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

2.11 DOOR STOP:

A. Door Stop: Interior mount – Assa Abloy Rockwood 461 US26D Satin Chrome Plated.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine doors and frames with installer present for compliance with requirements or installation tolerances, existing door thickness and construction, wall and floor construction and other conditions affecting performance.

B. Proceed with ordering and installation only after unsatisfactory conditions have been corrected.

3.2 PREPERATION:

A. Wood Doors: Comply with door and hardware manufacturers' written instructions.

3.3 INSTALLATION

A. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.

2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

B. Mounting Heights: Mount door hardware to comply with Florida Building

Code ADA accessibility.

C. Hinges: Install types and not fewer than the number recommended by manufacturer for application indicated of one hinge for every 30 inches of door height, whichever is more stringent.

D. Thresholds: Verify that site conditions are acceptable for installation of thresholds. Examine Doors and frames for compliance with requirements for door and frame manufacturer's installation, wall and floor construction and other conditions affecting performance prior to ordering and installing threshold. Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended.

F. Door sweep – Apply bottom of door forming seal with threshold when door is closed

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating trim of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to comply with referenced accessibility requirements.

3.5 DEMONSTRATION

A. Engage Installer to train Owner's maintenance personnel to adjust, operate and maintain door hardware.

3.6 DOOR HARDWARE SCHEDULE

SECTION 087100 – DOOR HARDWARE

A. Hardware at each swinging double door:

Qty.	Item	Manufacturer (Basis of Design)
6 EA	Hinge	McKinney T4A3386 Hinges – Five knuckle with BT Ball Tip with safety stud option. 26D Finish.
2 EA	Classroom Lock	Assa Abloy 626F series escutcheon with Reflections Hudson ADA Lever TB. 630 Stainless Steel Finish.
2 EA	Panic Door Hardware	Assa Abloy 1510 Surface Vertical Rod (height and width varies -verify in field) 630 Stainless Steel Finish
2 EA	Strike	Assa Abloy 791 Vertical Rod Top Strike and 790 Bottom Strike for double door application, 630 Stainless Steel
2 EA	Closer	Assa Abloy 8501M with Parallel Rigid Arm, 689 Aluminum (Powder Coated) finish with metal cover
1 EA	Threshold	Pemko 272, Aluminum Finish
1 EA	Perimeter Gasket	Pemko Cushion-type V-shaped, Color: B75: B – Mill Finish Bronze Metal
2 EA	Sweep with Rain Guard	Pemko 3452DPK, Color: A Aluminum
2 EA.	Auxiliary Door Stop	Rockwood 461 Kick Down Door Stop. Satin Chrome Finish US26D

END OF SECTION

SECTION 09910 – PAINTING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK: Furnish all labor and materials and complete all work of this section as shown on the drawings and/or as specified herein. The work shall include the following.

1. Interior and exterior painting at windows and doors, window and door trim, casing, sills, stools, brickmoulds and aprons.

1.2 RELATED SECTION:

A. Section 07920 – Joint Sealants

1.3 SUBMITTALS:

A. Product Data: Provide a complete list of all products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category.

B. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected color.

C. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.4 SURFACES TO BE PAINTED OR STAINED:

A. Exterior Surfaces:
   1. Existing and new wood doors, existing windows, trim, casings and mullions.

B. Interior Surfaces:
   1. Existing and new wood doors, existing windows, frames, trim and casing. Existing interior metal door shall not be painted.

1.5 QUALITY ASSURANCE:

A. Manufacturer Qualifications: All primary products specified in this section will be

supplied by a single manufacturer with a minimum of ten years' experience.

B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five years demonstrated experience in surface preparation and field application of the same type and scope as specified.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

C. Disposal:

1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
2. Do not incinerate closed containers.
3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.7 PROJECT CONDITIONS:

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by the manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits

B. Test existing paint for adhesion and coating compatibility prior to painting so lifting of the old finish does not occur. Determine if existing paints are oil-based prior to painting with water-based paint. Contact Architect immediately if there is compatibility or adhesion issues.

1.8 LEAD CONTAINING PAINT:

A. Work that disturbs lead-containing paint shall be done in accordance with applicable OSHA regulations, Title 29, Section 1926.62, Code of Federal Regulations, OSHA, US Department of Labor.

B. Dispose of lead-containing paint chips as hazardous waste according to federal, and local regulations: US Department of transportation, 49CFR Parts 173, 178 and 179.

C. Comply with all applicable regulations for the containerization, transportation and disposal of hazardous waste.

1.9 WARRANTY:

A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to ensure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.

B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

1.10 EXTRA MATERIALS

C. At project closeout, supply the Owner or owner's representative one gallon of each product for touch-up purposes. Cans shall be clearly marked with color name, number and type of paint.

D. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

PART 2 – PRODUCTS

2.1 MANUFACTURERS:

A. Acceptable Manufacturer: Benjamin Moore and Co., which is located at: 101 Paragon Dr; Montvale, NJ 07645; Toll Free Tel: 866-708-9181; Email: info@benjaminmoore.com; Web:www.benjaminmoore.com

B. Requests for substitutions will be considered in accordance with provisions of

Section 01600 - Product Requirements.

2.2 MATERIALS - GENERAL

A. Volatile Organic Compound (VOC) Content:

1. Provide coatings that comply with the most stringent requirements specified in the following:
    a. 40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.

B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MIXING AND TINTING

A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.

B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

2.4 INTERIOR PAINT SYSTEM:

a. **Interior Paint:** Semi-Gloss Finish
    1) Primer: Benjamin Moore Fresh Start High-Hiding All Purpose Primer 046
    2) 1st Coat: Advance Waterborne Interior Alkyd, Semi-Gloss (793), Color: BM Chantilly Lace OC-65.
    3) 2nd Coat: Advance Waterborne Interior Alkyd, Semi-Gloss (793), Color: BM Chantilly Lace OC-65

2.5 EXTERIOR PAINT SYSTEM:

a. **Exterior Paint**: Satin Finish
   1) Primer: Fresh Start Exterior Alkyd Wood Primer 094
   2) 1st Coat: Benjamin Moore Ultra Spec Exterior Satin (N448), Color: BM Chantilly Lace OC-65
   3) 2nd Coat: Benjamin Moore Ultra Spec Exterior Satin (N448), Color: BM Chantilly Lace OC-65

PART 3 – EXECUTION

3.1 EXAMINATION:

A. The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.

B. The Contractor shall review product health and safety precautions listed by the manufacturer.

C. The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.

D. Do not begin installation until substrates have been properly prepared.

E. Ensure that surfaces to receive paint are dry immediately prior to application.

F. Ensure that moisture-retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.
   1. Exterior Wood: 17 percent.
   2. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.
   3. Gypsum: 15 percent.

G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks,

cracks, indentations, or abrasions.

H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

3.2 PREPARATION – GENERAL

B. Clean surfaces thoroughly prior to coating application. Surfaces to be painted must be clean, dry, and in sound condition, free of dirt, dust, rust. Grease, oil, soap, wax, loose or scaling paint, water soluble material, and mildew. Remove oil, dust, dirt, loose rust, or other contamination to ensure good adhesion.

C. Protect adjacent surfaces from damage or paint overspray, drips or spills.

D. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.

E. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.

F. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.

G. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application. Completely remove sanding dust before paint application. Drywall surfaces must be free of sanding dust.

H. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, and other items not indicated to receive coatings.

I. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.

J. Protect adjacent surfaces not indicated to receive coatings.

K. Prepare surfaces in accordance with manufacturer's instructions for specified

coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

3.3 SURFACE PREPARATION

A. Previously Painted Surfaces:

1. Wash off dirt, grease and oil buildup with a mild cleaner mixed with warm water and a soft sponge. Rinse thoroughly with warm water. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.

2. Work that disturbs lead-containing paint shall be done in accordance with applicable regulations.

3. Test existing paint for adhesion and coating compatibility so lifting of the old finish does not occur. Determine if existing paints are oil-based prior to painting with water-based paint. Contact Architect immediately if there is compatibility or adhesion issues. Remove contaminants which could impair coating performance or appearance. Remove all loose materials and dust. Remove loose or peeling paint by siding and scraping. Feather the edges to attain a smooth look to the finish coat.

B. Wood:

1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
2. Remove mill marks and ink stamped grade marks.
3. Apply primer coat to back of wood trim and paneling.

D. Pressure Treated:

a. Let Pressure Treated wood dry out for anywhere from 1-6 months. The moisture content should be checked in multiple places before coating. A moisture level of 12% is ideal.

3.4 APPLICATION – GENERAL

A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.

B. New surfaces should be fully primed, and previously painted surfaces may be primed or spot-primed, as necessary. Spot-prime with premium quality primer before and after filling nail holes, cracks, and other surface imperfections. For best hiding results, tint primer to the approximate shade of the finish coat.

C. Doors to be primed and painted with two finish coats on all six (6) sides including the top and bottom of the doors.

D. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

E. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.

F. Sand and dust between each coat to provide an anchor for the next coat and to remove defects visible. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 39” (1000mm).

G. Remove dust and other foreign materials from substrate immediately prior to applying each coat.

H. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.

I. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

3.5 CLEANING

A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.

B. Re-install electrical equipment plates, mechanical grilles and louvers, and other items that have been removed to protect from contact with coatings.

C. Reconnect equipment adjacent to surfaces indicated to receive coatings.

D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.

E. Remove protective materials.

3.6 PROTECTION AND REPAIR

A. Workers shall use drop-cloths where necessary. Precaution should be taken so that paint does not spill or drip on brick surfaces or concrete floors.

B. All materials shall be stored in building at the end of each day's work.

C. At the completion of this work, all paint and other blemishes caused by this work, shall be removed. Touch up all damaged or defective places and leave the building in a condition acceptable to both Architect and the Owner.

D. Protect completed coating applications from damage by subsequent construction activities until completion of painting project.

END OF SECTION 09910

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PART 1 - GENERAL

1.1. The work covered by this division consists of providing all labor, equipment, and materials and performing all operations necessary for the installation of the electrical work as herein called for and shown on the drawings.

1.2. Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
B. This is a Basic Requirements Section. Provisions of this section apply to work of all Division 26 sections.
C. Review all other contract documents to be aware of conditions affecting work herein.
D. Definitions:

1. Provide: Furnish and install, complete and ready for intended use.
2. Furnish: Supply, deliver to project site, and store ready for installation.
3. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

1.3. Permits and Fees: Contractor shall obtain all necessary permits and inspections required for his work and pay all fees and charges incidental thereto.

1.4. Verification of Owner's Data: Prior to commencing any work the Contractor shall satisfy himself as to the accuracy of all data in these plans and specifications and as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, he shall immediately notify the Architect/Engineer such that responses and adjustments can be made in a timely fashion. Commencement by the Contractor of any work shall be held as an acceptance of the data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the said data.

1.5. Delivery and Storage of Materials:

A. Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling.
B. Protective coverings shall remain in place to the fullest extent possible until ready for installation. Where protective coverings must be removed to inspect materials, materials shall be carefully repacked for storage.
C. All material shall be stored in a clean, dry location, and shall be protected from weather, dust, water, and accidental damage.
D. Evaluate all materials prior to storage and determine environmental requirements for storage. E.g. materials sensitive to high humidity shall be stored in conditioned spaces.
E. Review and obey all storage and stacking instructions.
F. Do not stack partially crushed boxes.
G. Re-inspect any materials which may have been exposed to moisture, dust, damage, or other sources of defects.

1.6. Extent of Work: Scope is indicated by the drawings, schedules, and the requirements of the specifications.

1.7. Field Measurements and Coordination:

A. The intent of the drawings and specifications is to obtain a complete and satisfactory installation. Separate divisional drawings and specifications shall not relieve the Contractor or subcontractors from full compliance of work of his trade indicated on any of the drawings or in any section of the specifications.
B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all contract documents and approved shop drawings to verify exact dimension and locations.
C. Coordinate work in this division with all other trades in proper sequence to ensure that the total work is completed within contract-time schedule and with minimum cutting and patching.
D. Locate all apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on electrical drawings, be guided by architectural details and conditions existing at job site and coordinate this work with that of others.
E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings, and passageways. Cut no structural members without written approval.
F. Carefully examine any existing conditions, wiring, devices, and premises. Compare drawings with existing conditions. Report any observed discrepancies. It shall be the Contractor's responsibility to properly coordinate the work and to identify problems in a timely manner. Written instructions will be issued to resolve discrepancies.
G. Because of the small scale of the drawings, it is not possible to indicate all precise locations for all devices and equipment. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate devices, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and for coordination with all trades. Contractor shall not order materials or perform work without such verification. No extra compensation will be allowed because field measurements vary from the dimensions on the drawings. If field measurements show that equipment or raceway cannot be fitted, the Architect/Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use or to code required clearance.

1.8. Guarantee:

A. The Contractor shall guarantee labor, materials, and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner.
B. Owner reserves right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond nor relieving Contractor of his responsibilities during guarantee period.

1.9. Approval Submittals:

A. When approved, the submittal control log and submittals shall be an addition to the specifications herewith, and shall be of equal force in that no deviation will be permitted except with the approval of the Architect/Engineer.

1. Shop drawings, product-data literature, and other approval submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following.
    a. Submittals shall be properly organized in accordance with the approved submittal control log.
    b. Provide cover page with required information as shown on sample submittal cover page in Appendix A below.
    c. Submittals shall not include items from more than one specification section in the same submittal package unless approved in the submittal control log.
    d. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control number, specification section, a list of products or item names with model numbers in the order they appear in the package, and spaces for approval stamps. A sample cover sheet is included at the end of this section.
    e. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an "Approved" stamp with a signature and date on the cover sheet.
    f. Submittals that include a series of fixtures or devices (such as lighting or panelboards) shall be organized by the device name or type and be marked accordingly. Each fixture must include all items associated with that fixture regardless of whether those items are used on other fixtures.
    g. Do not include pages in submittal which do not apply to the project. If submittal includes products not intended for installation, clearly indicate all materials in the submittal which are intended for installation.
    h. The electrical design shown on the drawings supports the equipment basis of design specifications at the time of design. If equipment by any division is submitted with different electrical requirements, it is the responsibility of the submitting contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the proposed electrical configuration in the relevant submittal with a written statement that this change will be provided at no additional cost. Submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost.

B. If the shop drawings show variation from the requirements of contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in writing in his letter of transmittal and on the submittal cover sheet in order that, if acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the contract.

C. Engineer’s review of shop drawings, product-data literature, catalog data, or schedules shall not relieve the Contractor from responsibility for deviations from contract drawings or specifications, unless he has in writing called to the attention of the Architect/Engineer each such deviation at the time of submission,

nor shall it relieve him from responsibility for errors of any sort in shop drawings, product literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

D. Submit shop drawings as called for in other sections after award of the contract and before any material is ordered or fabricated. Shop drawings shall consist of plans, sections, elevations, details to scale not smaller than 1/4” with dimensions clearly showing the installation, and system calculations where applicable. Direct copies of small scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other sections and shall show space allotted for it. Include construction details and materials.

1.10. Test Reports and Verification Submittals: Submit test reports, certifications, and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, submit the reports, review the reports, and take corrective action within the scheduled contract time.

1.11. O&M Data Submittals: Submit Operation and Maintenance data as called for in other sections. When a copy of approval submittals is included in the O&M Manual, only the final "Approved" or "Approved as Noted" copy shall be used. Contractor shall organize these data in the O&M Manuals tabbed by specification number. Prepare O&M Manuals as required by Division 1 and as described herein. Submit manuals at the Substantial Completion inspection.

PART 2 - PRODUCTS

2.1. All materials shall be new or Owner-supplied reused as shown on the drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them at the building and shall be of reputable manufacturers. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following sections.

2.2. Equipment and Materials:

A. All equipment and materials shall be new and the most suitable grade for the purpose intended. Equipment furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a minimum period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar units or equipment.

B. Each item of equipment shall bear a name plate showing the manufacturer's name, trade name, model number, serial number, ratings, and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated, or painted.

C. The label of the approving agency, such as UL, by which a standard has been established for the particular item, shall be in full view.

D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer's latest design.

E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.
G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material, and type of construction desired. Manufacturer's products shown on the drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products, or the particular products of named manufacturers, meet the detailed specifications and that size and arrangement of equipment are suitable for installation.
H. Model Numbers: Catalog numbers and model numbers indicated in the drawings and specifications are used as a guide in the selection of the equipment and are only listed for the contractor's convenience. The contractor shall determine the actual model numbers for ordering materials in accordance with the written description of each item and with the intent of the drawings and specifications.

2.3. Requests for Substitution:

A. Where a particular system, product, or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product, or material specified.
B. Requests by Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

1. Required product cannot be supplied in time for compliance with Contract time requirements.
2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
3. Substantial cost advantage is offered to Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation, and other necessary services and similar considerations.

C. All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include but shall not be limited to data as follows for both the specified and substituted products:

1. Principal of operation.
2. Materials of construction or finishes.
3. Thickness of gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Electrical ratings and properties.
9. If the approved substitution contains differences or omissions not specifically called to the attention of the Architect/Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products (or to have the substituted products replaced) at the Contractor's expense.

PART 3 - EXECUTION

3.1. Workmanship: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any installation which is not orderly and reasonably neat, or does not allow adequate space for maintenance, shall be removed and replaced when so directed by the Architect/Engineer.

3.2. Equipment Pads: All floor- and grade-mounted equipment shall be installed on suitable pads.

A. Unless noted otherwise, interior pads shall be 4”, poured in place, with 1” chamfer.
B. Unless noted otherwise, exterior pads shall be 6”, reinforced, poured in place, with 1” chamfer.
C. Unless noted otherwise, all pads shall extend 4” beyond all sides of the equipment, except where this would interfere with the working clearance of adjacent equipment.

3.3. Access Doors and Panels:

A. Provide access doors and panels for electrical equipment as required for access to electrical appurtenances above ceilings and within walls and other assemblies. Refer to Division 8.

3.4. Coordination:

A. The Contractor shall be responsible for complete coordination of the electrical systems with shop drawings of the building construction so the proper openings and sleeves or supports are provided for raceway or other appurtenances passing through slabs or walls.
B. The Contractor shall arrange with Owner to attend weekly Owner meetings regarding construction progress of all trades and walk the project site on a weekly basis with Owner representatives to review ongoing work and planning for upcoming work. Contractor shall demonstrate that as-built drawings are being properly recorded based on work installed to date.
C. Any additional steel supports required for the installation of any electrical equipment, piping, or ductwork shall be furnished and installed under the section of the specifications requiring the additional supports.
D. It shall be the Contractor's responsibility to see that all equipment such as terminal cabinets, fire alarm components, control panels, and such other apparatus or equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the drawings.
E. All connections to fixtures and equipment shown on the drawings shall be considered diagrammatic unless otherwise indicated by detail. The actual connections shall be made to fully suit the requirements of each case and adequately provide for expansion and servicing.
F. The contractor shall protect equipment, material, and fixtures at all times. He shall replace all equipment, material, and fixtures which are damaged as a result of inadequate protection.
G. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.
H. Start of work will be construed as acceptance of suitability of work of others.

3.5. Interruption of Service: Before any equipment is shut down for disconnecting or tie-ins, arrangements shall be made with the Architect/Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.

3.6. Phasing: Provide all required temporary wiring, lighting, fire alarm, equipment, and devices as required. Maintain temporary services to areas as required. Remove all temporary material and equipment on completion of work unless Engineer concurs that such material and equipment would be beneficial to the Owner on a permanent basis.

3.7. Cutting and Patching: Notify General Contractor to do all cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under this section. Utilize experienced trades for cutting and patching. Obtain permission from Architect/Engineer before cutting any structural items.

3.8. Equipment Setting: Bolt equipment directly to concrete pads or vibration isolators as required, using hot-dipped galvanized anchor bolts, nuts, and washers. Level equipment.

3.9. Painting: Touch-up factory finishes on equipment located inside and outside shall be done under Division 26. Obtain matched color coatings from the manufacturer and apply as directed. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint, as required.

3.10. Clean-up: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, contractor is to carefully clean up and leave premises and all portions of building free from debris and in a clean and safe condition.

3.11. Start-up and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, start-up shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in start-up check.

3.12. Record Drawings:

A. During the progress of the work the Contractor shall record on their field set of drawings the exact location, as installed, of all switches, receptacles, devices, equipment, and other systems which are not installed exactly as shown on the contract drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 sections.

3.13. Acceptance:

A. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed.

B. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with project, for one day to instruct permanent operating personnel in operation of equipment and control systems. This is in addition to any specific equipment operation and maintenance training.

C. Operation and Maintenance Manuals: Provide O&M manual as dictated by Division 1.
Manuals shall contain:

1. Detailed operating instructions and instructions for making minor adjustments.
2. Complete wiring, control, and single line diagrams.
3. Routine maintenance operations.
4. Manufacturer's catalog data, service instructions, and parts lists for each piece of operating equipment.
5. Copies of approved submittals.
6. Copies of all manufacturer's warranties.
7. Copies of test reports and verification submittals.

D. Record Drawings: Submit record drawings.
E. Acceptance will be granted on the basis of tests and inspections of job. A representative of firm that performed test and balance work shall be in attendance to assist. Contractor shall furnish necessary mechanics to operate system, make any necessary adjustments and assist with final inspection.
F. Control Diagrams: Frame under clear plastic and mount on equipment room wall.
G. Single Line Diagrams: Frame under clear plastic and mount on equipment room wall.
H. All conductors and electrical equipment of 480V or more shall be tested for proper operation by a NETA certified third party acceptable to the Owner and hired by the contractor.

APPENDIX A

PROJECT NAME
PROJECT NUMBER

ARCHITECT: Company Name

ENGINEER: Mitchell Gulledge Engineering

CONTRACTOR: Contractor Name

SUBCONTRACTOR: Sub Name

SUPPLIER: Supply Company

MANUFACTURER: Manufacturer

DATE: mm/dd/yyyy

SECTION: 26 XX XX/Section Name

1. Product 1: Manufacturer, Model
2. Product 2: Manufacturer, Model
3. Product 3: Manufacturer, Model
4. Product 4: Manufacturer, Model
5. Product 5: Manufacturer, Model

SAMPLE

Any standard heading is acceptable.

List each product individually. Include manufacturer name and model.

Include GC or CM Approval stamp indicating review and acceptance by responsible contractor.

END OF SECTION

PART 1 - GENERAL

1.1. The work covered by this division consists of providing all labor, equipment, and materials and performing all operations necessary for the installation of the fire protection work as herein called for and shown on the drawings.
1.2. This is a Basic Electrical Requirements section. Provisions of this section apply to work of all Division 26 sections.

PART 2 - CODES

2.1. All work under Division 26 shall be constructed in accordance with the codes listed herein. The design has been based on the requirements of these codes; and while it is not the responsibility of the Contractor to verify that all work called for complies with these codes, he shall be responsible for calling to the Architect/Engineer's attention any drawings or specifications that are not in conformance with these or other codes prior to ordering equipment or installing work.
2.2. Comply with regulations and codes of utility suppliers.
2.3. Where no specific method or form of construction is called for in the contract documents, the Contractor shall comply with code requirements when carrying out such work.
2.4. Where code conflict exists, generally the most restrictive requirement applies. Comply with current code edition, unless noted.
2.5. Additional codes or standards applying to a specific part of the work may be included in that section.
2.6. The following codes and standards shall govern all work:

A. Florida Building Code – Eighth Edition (2023)
B. Florida Building Code – Eighth Edition (2023) – Existing Building
C. Florida Building Code – Eighth Edition (2023) – Energy Conservation
D. Florida Building Code – Eighth Edition (2023) – Plumbing
E. Florida Building Code – Eighth Edition (2023) – Fuel Gas
F. Florida Building Code – Eighth Edition (2023) – Accessibility
G. Florida Fire Prevention Code Eighth Edition (2023)

1. Fire Code (NFPA 1 – 2021, Florida Edition)
2. Life Safety Code (NFPA 101 – 2021, Florida Edition)

H. National Electric Code (NFPA 70 – 2020)

PART 3 - STANDARDS

3.1. All materials, installation and systems shall meet the requirements of the following standards, including the latest addenda and amendments, to the extent referenced:

A. Underwriters' Laboratories (UL)
B. American National Standards Institution (ANSI)
C. American Society of Testing Materials (ASTM)
D. National Fire Protection Association (NFPA)
E. National Electrical Manufacturers Association (NEMA)
F. Institute of Electrical and Electronics Engineers (IEEE)
G. National Electrical Contractors Association (NECA)
H. Illuminating Engineering Society of North America (IESNA)
I. Electronics Industry Alliance (EIA)

END OF SECTION

PART 1 - DIVISION 1 - GENERAL REQUIREMENTS

1.1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
1.2. This is a Basic Electrical Requirements section. Provisions of this section apply to work of all Division 26 sections.
1.3. Coordinate with the General Contractor for all cutting and patching. Contractors performing Division 26 work shall inform the General Contractor of all cutting and patching required prior to bidding and shall coordinate installation.
1.4. Divisions listed in this section are based on CSI 2004 Master Format. Where architectural or other engineering documents do not have written specifications for referenced divisions, contractor refer to architectural drawings, notes and details associated with the referenced division. Where no architectural or other engineering documents exist, contractor shall refer to owners' published standards and Florida Building Code requirements associated with the referenced division.

PART 2 - DIVISION 3 - CONCRETE

2.1. Refer to Division 3, Concrete for:

A. Rough grouting in and around electrical work.
B. Patching concrete cut to accommodate electrical work.

2.2. The following is part of Division 26 work, complying with the requirements of Division 3:

A. Curbs, foundations, and pads for electrical equipment.
B. Manholes, hand holes, and vaults for electrical work.
C. Underground structural concrete to accommodate electrical work.
D. Concrete encasement of electrical conduits and cables.

PART 3 - DIVISION 4 - MASONRY

3.1. Refer to Division 4, Masonry for:

A. Installation of access doors in walls.

PART 4 - DIVISION 5 - METALS

4.1. Refer to Division 5, Metals for:

A. Framing openings for electrical equipment.

4.2. The following is part of Division 26 work:

A. Supports for electrical work.

PART 5 - DIVISION 6 - WOOD AND PLASTIC

5.1. Refer to Division 6, Wood for:

A. Framing openings for electrical equipment.

PART 6 - DIVISION 7 - THERMAL AND MOISTURE PROTECTION

6.1. Refer to Division 7, Thermal and Moisture Protection for:

A. Installation of all roof curbs and roof supports for electrical work.
B. Caulking and waterproofing of all wall and roof mounted electrical work.
C. Providing all roof curbs and all flashing for metal roofs.

6.2. The following is part of Division 26 work, complying with the requirements of Division 7.

A. Fire barrier penetration seals.

PART 7 - DIVISION 9 - FINISHES

7.1. Refer to Division 9, Finishes for:

A. Painting piping, and equipment.
B. Painting structural metal and concrete for electrical work.
C. Painting access panels.
D. Painting color-coded electrical work indicated for continuous painting. See color schedule in Division 26 section, "Electrical Identification".
E. Installation of access doors in gypsum drywall.

7.2. Colors shall be selected by the Architect for all painting of exposed electrical work in occupied spaces, unless specified herein. Do not paint insulated or jacketed surfaces.

7.3. Perform the following as part of Division 26 work:

A. Touch up painting of factory finishes.
B. Painting of all hangers.

PART 8 - DIVISION 10 - SPECIALTIES

8.1. Refer to Division 10 - Specialties for:

A. Fire extinguishers and fire extinguisher cabinets and accessories.

PART 9 - DIVISION 11 - EQUIPMENT

9.1. Refer to Division 11 - Equipment for all food service equipment to be provided. This includes the cooking hoods with fire suppression.

9.2. Refer to Division 11 - Equipment for all laboratory equipment including cabinets, casework, student stations, demonstration desks, fume hoods, snorkel exhausts, canopy hoods, safety stations, eyewashes, and all related fixtures, fittings, and trim requiring electrical interface.

9.3. Refer to Division 11 - Equipment for all appliances and components in kitchens requiring electrical connection. Electrical Contractors shall coordinate the exact electrical requirements of all equipment and appliances furnished by owner or provided for installation. Where approval submittals are required, this coordination shall be accomplished prior to making the submittals. The electrical design shown on the drawings supports the equipment basis of design. If equipment is submitted with different electrical requirements, it is the responsibility of the electrical contractor to resolve all required electrical changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical components during the submittal phase. Electrical submittals made with no written reference to the coordination of appliances or equipment will be presumed to work with the electrical basis of design. Any corrections required will be at no additional cost.

9.4. Electrical Contractor is expected to be familiar with the entirety of the Division 11 scope. Review architectural sheets, food service sheets, specifications, and other portions of the Contract Documents prior to bidding. Electrical Contractor is responsible for all line voltage (greater than 100V) work unless otherwise noted. Electrical Contractor shall coordinate with equipment supplier, and shall make themselves available as necessary to support the coordination effort prior to the submittal phase.

9.5. Electrical contractor shall provide disconnect switches, starters, and contactors for kitchen equipment unless specifically noted otherwise.
9.6. Electrical contractor shall provide all power wiring, raceway and devices, and make final electrical connections to all appliances and equipment, switches, starters, contactors, controllers, and similar equipment.

PART 10 - DIVISION 21 - FIRE PROTECTION

10.1. Fire Protection and Electrical Contractors shall coordinate the exact electrical requirements of all fire protection equipment being provided. Where approval submittals are required, this coordination shall be accomplished prior to making the submittals. The electrical design shown on the drawings supports the fire protection equipment basis of design. If fire protection equipment is submitted with different electrical requirements, it is the responsibility of the fire protection contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the fire protection submittal with a written statement that this design will be provided at no additional cost. Fire Protection submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost to the Owner.
10.2. Electrical contractor shall provide disconnect switches, starters, and contactors for fire protection equipment unless specifically noted as being furnished as part of fire protection equipment.
10.3. Electrical contractor shall provide all power wiring, raceway and devices, and make final electrical connections to all fire protection equipment, switches, starters, contactors, controllers, and similar equipment.

PART 11 - DIVISION 22 - PLUMBING

11.1. Plumbing and Electrical Contractors shall coordinate the exact electrical requirements of all plumbing equipment being provided. Where approval submittals are required, this coordination shall be accomplished prior to making the submittals. The electrical design shown on the drawings supports the plumbing equipment basis of design. If plumbing equipment is submitted with different electrical requirements, it is the responsibility of the plumbing contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the plumbing submittal with a written statement that this design will be provided at no additional cost. Plumbing submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost to the Owner.
11.2. Electrical contractor shall provide disconnect switches, starters, and contactors for plumbing equipment unless specifically noted as being furnished as part of plumbing equipment.
11.3. Electrical contractor shall provide all power wiring, raceway and devices, and make final electrical connections to all plumbing equipment, switches, starters, contactors, controllers, and similar equipment.

PART 12 - DIVISION 23 - HVAC

12.1. Mechanical and Electrical Contractors shall coordinate the exact electrical requirements of all mechanical equipment being provided. Where approval submittals are required, this coordination shall be accomplished prior to making the submittals. The electrical design shown on the drawings supports the mechanical equipment basis

of design. If mechanical equipment is submitted with different electrical requirements, it is the responsibility of the mechanical contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the mechanical submittal with a written statement that this design will be provided at no additional cost. Mechanical submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost to the Owner.

12.2. Mechanical contractor shall provide all HVAC control wiring including the Energy Management Control system sensors, alarms, and input/output signals and all relays, interlocks, warning lights, and control devices, complying with the requirements of Division 26. The intent is for the mechanical contractor to be responsible for the entire HVAC control system, including point-to-point wiring, and associated raceway and boxes. Electrical contractor shall notify mechanical contractor upon discovery of any mechanical controls installation which does not meet Division 26 requirements.

12.3. Electrical contractor shall provide disconnect switches, starters, and contactors for mechanical equipment unless specifically noted as being furnished as part of mechanical equipment.

12.4. Electrical contractor shall provide all power wiring, raceway and devices, and make final electrical connections to all mechanical equipment, switches, starters, contactors, controllers, and similar equipment.

PART 13 - DIVISION 27 - COMMUNICATIONS

13.1. Electrical and Communications Contractors shall coordinate the exact Communications requirements of all electrical equipment being provided. Where approval submittals are required, this coordination shall be accomplished prior to making the submittals. The Communications design shown on the drawings supports the electrical equipment basis of design. If electrical equipment is submitted with different Communications requirements, it is the responsibility of the electrical contractor to resolve all required Communications design changes (e.g. input/output voltage) and clearly show the new Communications design on the electrical submittal with a written statement that this design will be provided at no additional cost. Electrical submittals made with no written reference to the Communications design will be presumed to work with the Communications design. Any corrections required will be at no additional cost to the Owner.

13.2. Unless otherwise instructed by Construction Manager or General Contractor, Division 26 shall be responsible for Division 27.

PART 14 - DIVISION 28 - ELECTRONIC SAFETY AND SECURITY (ESS)

14.1. Electrical and ESS Contractors shall coordinate the exact electrical requirements of all ESS equipment being provided. Where approval submittals are required, this coordination shall be accomplished prior to making the submittals. The electrical design shown on the drawings supports the ESS equipment basis of design. If ESS equipment is submitted with different electrical requirements, it is the responsibility of the ESS contractor to resolve all required electrical design changes (e.g., input/output voltage) and clearly show the new electrical design on the ESS submittal with a written statement that this design will be provided at no additional cost. Electrical submittals made with no written reference to the ESS design will be presumed to work with the electrical design. Any corrections required will be at no additional cost to the Owner.

14.2. ESS contractor shall provide ESS modules, detectors, and other appurtenances for unless specifically noted as being furnished as part of electrical equipment.

14.3. ESS contractor shall provide all ESS wiring, raceway and devices, and make final ESS connections to all electrical equipment, detectors, modules, contacts, controllers, and similar equipment.
14.4. Unless otherwise instructed by Construction Manager or General Contractor, Division 26 shall be responsible for Division 28.

PART 15 - DIVISION 31 - EARTH WORK

15.1. Coordinate with Construction Manager and Division 31, Sitework to determine scope for:

A. Coordination with work of other trades.
B. Trenching, cutting, patching, and other work needed to install electrical material and equipment.
C. Concrete, rebar, gravel, etc as required to install electrical material and equipment.

15.2. The following work is part of Division 26:

A. All site electrical conduit, wiring, boxes, lights, and other appurtenances, except where provided by Utility.

END OF SECTION

PART 1 - GENERAL

1.1. Related Documents:

A. Conform to Division 1 and other sections of this division.
B. Division 26 Basic Materials and Methods sections apply to work of this Section.

1.2. Summary:

A. The extent of electrical grounding and bonding work is indicated by drawings and schedules and as specified herein. Grounding and bonding work is defined to encompass systems, circuits, and equipment.
B. The type of electrical grounding and bonding work specified in this Section includes the following:

1. Solidly grounded.

C. Applications of electrical grounding and bonding work in this Section include the following:

1. Electrical power systems.
2. Grounding electrodes.
3. Raceways.
4. Service equipment.
5. Enclosures, pull boxes, junction boxes, etc.
6. Equipment.
7. Transformers.

D. Refer to other Division 26 sections for wires/cables, electrical raceways, boxes and fittings, and wiring devices which are required in conjunction with electrical grounding and bonding work.

1.3. Submittals:

A. Submit in accordance with General, Supplementary, and Special Conditions.
B. Product Data: Submit manufacturer's data on grounding and bonding products and associated accessories.
C. O&M Manual:

1. Include plans with locations of ground rods and other pertinent grounding connections in the O&M manual.

1.4. Codes and Standards:

A. Codes and Standards:

1. Electrical Code Compliance: Comply with applicable local electrical code requirements of the authority having jurisdiction, and current NEC as applicable to electrical grounding and bonding, pertaining to systems, circuits, and equipment.
2. UL Compliance: Comply with applicable requirements of UL Standards No.'s 467, "Electrical Grounding and Bonding Equipment", and 869, "Electrical Service Equipment", pertaining to grounding and bonding of systems, circuits, and equipment. In addition, comply with UL Std. 486A, "Wire Connectors and Soldering Lugs for Use with Copper Conductors". Provide grounding and bonding products which are UL listed and labeled for their intended usage. Solder lugs are not acceptable.

PART 2 - PRODUCTS

2.1. Acceptable Manufacturers:

A. All products shall be the produce of reputable and reliable manufacturers.
B. The following manufacturers are recognized as being reputable and reliable:

1. Burndy, Inc.
2. Erico, Inc.
3. Harger, Inc.
4. Thermoweld, Inc.

C. Additional manufacturers shall be considered reputable and reliable only if they verifiably satisfy the following requirements:

1. History: Acceptable manufacturers shall have a history of producing similar products at least the past ten years. Such products shall have been sold in the state of Florida for at least the past five years.
2. Volume: Acceptable manufacturers shall have produced and sold similar products in excess of one hundred (100) times annually the amount of product projected for used in this project. This requirement shall apply to each of the past ten years.
3. Similar projects: Acceptable manufacturers shall have sold similar products which have been used in at least five similar projects in the past five years. Similar projects must be of a similar use, overall cost, and overall size.

D. Documentation of the above manufacturer requirements shall be provided to Engineer upon request but is otherwise unnecessary. If documentation is required, it shall consist of a signed statement from Manufacturer's representative on Manufacturer's letterhead (or the letterhead of Manufacturer's approved representative). Additional documentation may be required in rare cases.
E. Any submittal by Contractor shall be considered indication by Contractor that Contractor stands behind for the suitability of a manufacturer, and that the manufacturer satisfies of the above requirements.
F. Contact Engineer prior to bid with any questions regarding acceptable manufacturers.

2.2. Grounding and Bonding:

A. Provide complete grounding and bonding assemblies, including, but not limited to,

1. Cables/Wires,
2. Connectors,
3. Solderless Lug Terminals,
4. Grounding Electrodes and Plate Electrodes,
5. Bonding Jumper Braid,
6. Surge Arresters, and
7. Additional accessories needed for a complete installation.

B. Where more than one type component product meets indicated requirements, selection is Contractor's option.
C. Where materials or components are not indicated, provide products which comply with NEC, UL, and applicable industry standards.
D. Conductors:

1. Unless otherwise indicated, provide electrical grounding conductors for grounding system connections that match power supply wiring materials and are sized according to NEC.

E. Bonding Plates, Connectors, Terminals, and Clamps:

1. Provide electrical bonding plates, connectors, terminals, lugs, and clamps as recommended by bonding plate, connector, terminal, and clamp manufacturers for indicated applications.

F. Grounding Electrodes:

1. Ground rods shall be minimum 5/8"x10' in length.
2. Longer lengths shall be coupled with threaded couplings listed for driving.

G. Connections:

1. Connections of grounding system components to each other and other materials shall be made by approved means.
2. This project shall not utilize any welds. All connections which in the past may have been made with welds shall be made by irreversible crimp. This includes connections to ground rods, connections to rebar, GEC splices, etc.
3. Irreversible crimps shall:
   a. be listed,
   b. shall utilize a tool with embossing die, marking the connection with the listing, and
   c. shall be submitted for approval.
4. Basis of design irreversible crimp is Burndy Hi-Ground. Alternates shall be equal, subject to the evaluation of the EOR.

PART 3 - EXECUTION

3.1. Examination:

A. Examine areas and conditions under which electrical grounding and bonding connections are to be made and notify Engineer in writing of any condition detrimental to proper completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Engineer and Owner.

3.2. Installation of Electrical Grounding and Bonding Systems:

A. General: Install electrical grounding and bonding systems as indicated, in accordance with manufacturer's instructions and applicable portions of current NEC, NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products comply with requirements.
B. Coordinate with other electrical work as necessary to interface installation of electrical grounding and bonding system work with other work.
C. Provide all circuits with an insulated equipment grounding conductor. Under no circumstances shall raceways be the sole equipment grounding conductor.
D. Terminate insulated equipment grounding conductors with grounding lug, bus, or bushing. Conductors shall not be looped under screw or bolt heads.
E. Grounding Electrode System and Grounding Electrode Conductor:

1. Grounding electrode system for main service and separately derived systems: Grounding electrode conductors shall be sized according to NEC 250.66 and shall be connected to the following electrodes: Metal cold water pipe, concrete encased electrodes, building steel, and rod electrodes.
2. Grounding electrode system for separate buildings: The connection of the grounded circuit conductor (neutral) to the grounding electrode at each separate building shall not be made. An equipment grounding conductor shall be installed with the circuit conductors and shall be connected to an equipment ground bar located in each building's panel. Grounding electrode conductors shall be sized according to NEC 250.66 excluding exceptions and shall be installed unspliced from the panel equipment ground bar to the following electrodes: Metal cold water pipe, building steel, and rod electrodes.
3. Prior to substantial completion, Contractor shall perform the following tests in the presence of Engineer or Owner:
    a. Grounded conductor (neutral) has a low-impedance path to equipment grounding system.
    b. Removal of bonding conductor at main service disconnects grounded conductor (neutral) from equipment grounded system.
    c. Removal of bonding conductor at each separately derived system disconnects grounded conductor (neutral) from equipment grounded system.
    d. Grounded conductor maintains low-impedance equipment grounding system connection regardless of ATS state.
4. Grounding electrode requirements:
    a. Provide a grounding electrode conductor to a suitable grounding electrode system at each of the following. Where any of the following are existing, field verify that suitable grounding electrodes, bonding jumpers, and grounding electrode conductors exist. Where existing installation is inadequate, or where contractor is uncertain, contact EOR for input and direction.
        A. New services disconnecting means
        B. New disconnecting means for outside feeders and/or branch circuits supplying a building or structure
        C. New separately derived systems
    b. Connect all grounding electrodes for a single building or structure together.
    c. Metal underground water piping shall be in direct contact with the earth for a minimum of twenty feet. Grounding electrode connections to metallic water pipes shall be made upstream of any dielectric unions. Metallic water piping systems downstream of dielectric unions within the building shall be bonded to the grounding system by either jumpers to other bonded piping, or dedicated bonding wires.
    d. Concrete encased electrodes shall be encased in at least three inches of concrete footing or foundation that is in direct contact with the earth, consisting of a continuous 5/8"x20'-0" rebar with a 20'-0" section of bare 4/0 copper wire connected to the rebar by irreversible crimp and extended 4'-0" above the slab and sleeved with Sch 40

PVC at slab penetration. This size wire is constant; it is not to be sized by NEC 250.66. The exposed conductor above the slab shall be protected from concrete, paint, dirt, etc.

e. Provide new ground rods. Two (minimum) 5/8"x10'-0" (minimum) copper clad rods with threaded connections, placed at least ten feet apart. Neither aluminum nor galvanized rods are permitted. Rods shall be connected by means of irreversible crimp.

f. Primary grounding electrode shall be the rods. Primary grounding electrode shall be connected by continuous GEC, spliced only by means of irreversible crimp, to the service equipment. Any bus bar for auxiliary grounding electrode connections shall be in addition to the direct connection.

5. Grounding electrode conductors shall be spliced only by means of:

   a. listed irreversible crimp connection. Note: irreversible crimp connections shall not be utilized except where applied with the indicated listing tool, where such tool contains an embossing die which leaves UL mark.

6. Building steel shall be effectively grounded through direct connections from footer reinforcing to I-beam or bar joists with 4/0 copper conductors.
7. Connections shall be made to the interior metal water piping within 5'-0" of entry into building. Piping shall be one-inch minimum.
8. Grounding electrode conductors shall be protected with schedule 40 PVC where exposed to damage.
9. Underground electrode connections shall be accessible by way of concrete box enclosure.
10. Underground electrode connections shall be made by irreversible crimp.
11. Bond all metal piping systems in or on the building per NEC. Coordinate with the respective trades to ensure that the entire system is bonded, regardless of electrical discontinuities in the system. Bonding conductors shall match the required building GEC size, to a maximum of #3/0.
12. Provide bonds across water meters and unions as required.
13. Fire sprinkler and natural gas piping shall not be used as electrodes. Provide conductor and bonding clamp on metal fire sprinkler and natural gas piping on the building-side of the dielectric union. Confirm with AHJ that connection is accepted by AHJ to meet NEC 250.104. Where such systems are not bonded, provide signage indicating that AHJ did not allow bonding of this system at this location, and that connection shall not be made without prior approval by AHJ. (Clamp and conductor shall be provided but shall not be connected.)

F. Connect together service equipment enclosures, exposed noncurrent carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors, and plumbing systems.

1. Provide minimum #12 AWG equipment grounding conductor in each conduit unless otherwise indicated. Equipment grounding conductor shall have continuous green insulation if #6 or smaller, green marking tape if #4 or larger.
2. Equipment grounding conductor shall be connected to ground buses in equipment enclosures.

3. Equipment grounding conductor bonded to all outlet, pull, and junction boxes by a lug or screw approved for the purpose before installation of the boxes. Ground pigtails and/or ground clips are not acceptable.

G. All conductive objects added or modified by this project shall be bonded to any lightning protection conductor traveling within six feet of the object. This includes pipes, conduits, enclosures, equipment, etc, including such items installed by other trades.

H. Where conductive objects are within six feet of a lightning protection conductor as an existing condition, and where the Contract Documents do not indicate that the contractor is to bond the object, notify owner of the condition and request direction. If directed to do so, provide a proposal to remediate such deficiencies.

I. Grounding type bushings shall be installed on all feeder and subfeeder conduits entering panelboards, pull boxes and transformers and all conduit entering oversized, concentric, and eccentric knock-outs.

J. Tighten grounding and bonding connectors and terminal, including screws and bolts, in accordance with manufacturer's published torque tightening values for connectors and bolts. Where manufacturer's torqueing requirements are not indicated, tighten connections to comply with tightening torque values specified in UL 486A to assure permanent and effective grounding.

K. Clamp-on connectors shall be utilized for exposed connections in dry locations, only. Install clamp-on connectors on clean metal contact surfaces, to ensure electrical conductivity and circuit integrity. All ground clamps and lugs shall be listed for application and shall be made completely of bronze or brass.

END OF SECTION

PART 1 - GENERAL

1.1. Related Documents:

A. Conform to Division 1 and other sections of this division.
B. This Section is a general Division 26 materials and methods section and applies to all other Division 26 sections involving materials and methods specified herein.

1.2. Description of Work:

A. Extent of electrical wire and cable work is indicated by drawings and schedules.
B. Types of electrical wire, cable, and connectors specified in this Section include the following:

1. Copper conductors.
2. Fixture wires.
3. Split bolt connectors.
4. Wirenut connectors.

C. Applications of electrical wire, cable, and connectors required for project are as follows:

1. For power distribution circuits.
2. For lighting circuits.

1.3. Codes and Standards:

A. NEC Compliance: Comply with NEC requirements as applicable to construction, installation, and color coding of electrical wires and cables.
B. IEEE Compliance: Comply with applicable requirements of IEEE Stds. 82, "Test Procedures for Impulse Voltage Tests on Insulated Conductors", and Std. 241, "IEEE Recommended Practice for Electric Power Systems in Commercial Buildings" pertaining to wiring systems.
C. ASTM Compliance: Comply with applicable requirements of ASTM B1, 2, 3, 8, and D 753.

1.4. Submittals:

A. Submit in accordance with General, Supplementary, and Special Conditions.
B. Product Data: Submit manufacturer's data.

PART 2 - PRODUCTS

2.1. General Wiring Products:

A. Unless otherwise noted, all wiring shall be copper, with conductivity of not less than 98% at 20°C (68°F).

2.2. Acceptable Manufacturers:

A. All products shall be the produce of reputable and reliable manufacturers.
B. The following manufacturers are recognized as being reputable and reliable:

1. Cerro Wire
2. Encore Wire Corporation
3. General Cable
4. Southwire Company

C. Additional manufacturers shall be considered reputable and reliable only if they satisfy the following requirements:

1. History: Acceptable manufacturers shall have a history of producing similar products at least the past ten years. Such products shall have been sold in the state of Florida for at least the past five years.
2. Volume: Acceptable manufacturers shall have produced and sold similar products in excess of one hundred (100) times annually the amount of product projected for use in this project. This requirement shall apply to each of the past ten years.
3. Similar projects: Acceptable manufacturers shall have sold similar products which have been used in at least five similar projects in the past five years. Similar projects must be of a similar use, overall cost, and overall size.

D. Documentation of the above manufacturer requirements shall be provided to Engineer upon request but is otherwise unnecessary. If documentation is required, it shall consist of a signed statement from Manufacturer's representative on Manufacturer's letterhead (or the letterhead of Manufacturer's approved representative). Additional documentation may be required in rare cases.
E. Any submittal by Contractor shall be considered indication by Contractor that Contractor stands behind for the suitability of a manufacturer, and that the manufacturer satisfies of the above requirements.
F. Contact Engineer prior to bid with any questions regarding acceptable manufacturers.

2.3. Building Wires: Provide factory fabricated wires of sizes, ampacity ratings, and materials for applications and services indicated.

A. Dual-listed THHN/THWN-2, 600V rated: For dry, damp, and wet locations.
B. All wiring for conventional devices shall be stranded wire with the exceptions as noted on the electrical drawings.
C. MC cable and other prefabricated cables are not permitted, except as called for in writing by Engineer. Prefabricated light fixture whips shall be permitted.

2.4. Color Coding: The following systems of color coding shall be strictly adhered to. There shall be no color change for switch legs. Switch legs shall be marked at all junctions with colored tape on each wire with tape of contrasting color. Three-way travelers shall be purple. In cases where more than one set of travelers are in the same conduit, travelers shall be marked with circuit number and colored tape. Colored tape shall be same color as corresponding switch leg marking.

A. All wiring shall be the indicated color. Tape is not an acceptable method of indicating phase legs.
B. 208Y/120V:

1. Phase A: Black
2. Phase B: Red
3. Phase C: Blue
4. Neutral: White
5. EGC (Ground): Green

C. 480Y/277V:

1. Phase A: Brown
2. Phase B: Orange
3. Phase C: Yellow
4. Neutral: Grey

5. EGC (Ground): Green with Yellow Stripe

D. The color code assigned to each phase wire shall be consistently followed throughout.

PART 3 - EXECUTION

3.1. Delivery, Storage, and Handling:

A. Deliver wire and cable properly packaged in factory fabricated type containers or wound on NEMA specified type wire and cable reels.
B. Store wire and cable in clean dry space in original containers. Protect products from weather, damaging fumes, construction debris, and traffic.
C. Handle wire and cable carefully to avoid abrading, puncturing, and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.

3.2. Installation of Wires and Cables:

A. General: Install electrical cables, wires, and wiring connectors in compliance with applicable requirements of NEC, NEMA, UL, and NECA's "Standard of Installation" and in accordance with recognized industry practices.
B. All terminations shall be made with a too listed for the purpose.
C. Unless otherwise noted, all branch circuit conductors shall be 12 AWG CU minimum.
D. Install all line voltage wiring in conduit, unless otherwise indicated in writing by Engineer.
E. Pull conductors simultaneously where more than one is being installed in same raceway.
F. Use lubricant for pulling conductors. Use only products indicated for the purpose by the manufacturer.
G. Use pulling means including, fish tape, cable, rope, and basket weave wire/cable grips which will not damage cables or raceway.
H. Minimize conductor splices.
I. Install splices and taps which possess equivalent or better mechanical strength and insulation ratings than conductors being spliced. Use splice and tap connectors which are compatible with conductor material.
J. Provide a 6" loop in each conductor in all joint boxes and pull boxes.
K. Conductors of systems of different voltages or types shall not enter the same conduit or junction box.
L. Circuits shall be installed such that the continuity of the ground, neutral, and hot circuits shall not be interrupted by the removal of any device or fixture.
M. For the purposes of thermal derating calculations, neutrals shall be considered current carrying except for balanced three-phase linear loads.
N. Multiwire branch circuits are prohibited. All 120V and 277V circuits shall be provided a dedicated neutral conductor.
O. The number of current carrying conductors and total number of conductors to be installed in conduits shall be as noted below.

1. Single phase 120V or 277V circuits: Limit three per raceway.
2. All other circuits: Dedicated raceway.
3. Deviation of installation as identified above requires prior written approval from Engineer.

P. No feed-through circuits permitted on GFCI receptacles.

Q. Plastic snap-on splice insulators are not allowed.
R. Provide irreversible compression crimps on feeder splices or terminations.
S. For all 120V branch circuits that are longer than 100’ and less than 150’, the minimum wire size shall be No. 10 AWG.
T. For all 120V branch circuits that are longer than 150’ and less than 200’, the minimum wire size shall be No. 8 AWG.
U. For all 120V branch circuits that are longer than 200’, the minimum wire size shall be No. 6 AWG.
V. See specification section 26 05 90 ELECTRICAL EXCAVATION AND BACKFILL for requirements pertaining to underground conduits.

3.3. Field Quality Control:

A. Prior to energization of circuitry, check installed feeder wires and cables with megohmmeter to determine insulation resistance levels to ensure requirements are fulfilled. A list of feeders tested shall be submitted to the Engineer indicating the insulation resistance level for each cable. Owner shall be given the option to witness all tests.
B. Prior to energization, test wires and cables for electrical continuity and for short circuits.
C. Subsequent to wire and cable hook ups, energize circuitry and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

END OF SECTION

PART 1 - GENERAL

1.1. Related Documents:

A. Conform to Division 1 and other sections of this division.
B. This Section is a general Division 26 materials and methods section, and applies to all other Division 26 sections involving materials and methods specified herein.

1.2. Description of Work:

A. Extent of raceway work is indicated by drawings and schedules.
B. Types of raceways specified in this section include the following:

1. Electrical metallic tubing (EMT)
2. Rigid metal conduit, galvanized (RMC)
3. Rigid nonmetallic conduit (RNC)
4. Liquid tight flexible metal conduit (LFMC)
5. Flexible metal conduit, steel only (FMC)

1.3. Submittals:

A. Submit in accordance with General, Supplementary, and Special Conditions.
B. Product Data: Submit manufacturer's data.

PART 2 - PRODUCTS

2.1. Acceptable Manufacturers:

A. All products shall be the produce of reputable and reliable manufacturers.
B. The following manufacturers are recognized as being reputable and reliable:

1. Allied Tube & Conduit
2. Carlon
3. Cantex
4. Wiremold
5. Wheatland Tube

C. Additional manufacturers shall be considered reputable and reliable only if they verifiably satisfy the following requirements:

1. History: Acceptable manufacturers shall have a history of producing similar products at least the past ten years. Such products shall have been sold in the state of Florida for at least the past five years.
2. Volume: Acceptable manufacturers shall have produced and sold similar products in excess of one hundred (100) times annually the amount of product projected for used in this project. This requirement shall apply to each of the past ten years.
3. Similar projects: Acceptable manufacturers shall have sold similar products which have been used in at least five similar projects in the past five years. Similar projects must be of a similar use, overall cost, and overall size.

D. Documentation of the above manufacturer requirements shall be provided to Engineer upon request but is otherwise unnecessary. If documentation is required, it shall consist of a signed statement from Manufacturer's representative on Manufacturer's letterhead (or the letterhead of Manufacturer's approved representative). Additional documentation may be required in rare cases.

E. Any submittal by Contractor shall be considered indication by Contractor that Contractor stands behind for the suitability of a manufacturer, and that the manufacturer satisfies of the above requirements.
F. Contact Engineer prior to bid with any questions regarding acceptable manufacturers.

2.2. UL Listed Materials:

A. Provide raceway products and components which have been UL listed and labeled for the intended use.
B. Comply with applicable requirements of UL safety standards pertaining to electrical raceway systems.

2.3. Products – Metal Conduit and Tubing:

A. General: Provide metal conduit, tubing, and fittings of types, grades, sizes, and weights (wall thicknesses) for each indicated use.
B. Where types and grades are not indicated, provide proper selection determined by Contractor to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.
C. Minimum size conduit shall be 1/2" for all systems.
D. Minimum size flexible conduit shall be 1/2" for all systems (3/8" for pre-assembled light fixture whips). Maximum length shall be 6 feet. Minimum length shall be 4 feet.
E. Cast zinc conduit fittings are prohibited. Any cast zinc fitting installed by this project shall be replaced at Contractor's expense.
F. All fittings shall be provided with insulated throats or plastic bushings prior to pulling wires or cables.
G. Electrical Metallic Tubing (EMT):

1. Conduit: Shall be mild steel, electrically welded, galvanized, and produced to ANSI Specification C80.3 and Federal Specification WW-C-563, latest revisions and shall be labeled with the Underwriter's Laboratories marking.
2. Fittings: Couplings and connectors for conduit shall be set screw type, steel, or malleable iron.

H. Rigid Steel Conduit (RGS or RMC):

1. Conduit: Shall be mild steel, manufactured, hot-dipped galvanized, and produced to ANSI specifications C80.1 and Federal Specification WW-C 581, latest revisions, and shall be labeled with the Underwriters' Laboratories marking.
2. Fittings: Cast malleable iron, galvanized, or cadmium plated.

a. Use Type 1 fittings for rain-tight connections.
b. Use Type 2 fittings for concrete tight connections.

I. Flexible Metal Conduit (FMC):

1. Conduit: UL 1. Formed from continuous length of spirally wound, interlocked zinc coated strip steel.
2. Fittings: Flexible Metal Conduit Fittings: Provide conduit fittings for use with flexible steel conduit of threadless hinged clamp type. Inside type fittings are not allowed.

a. Straight Terminal Connectors: One piece body, female end with clamp and deep slotted machine screw for securing conduit, and male threaded end provided with locknut.
b. 45° or 90° Terminal Angle Connectors: Two piece body construction with removable upper section, female end with clamp and deep slotted machine screw for securing conduit, and male threaded end provided with locknut.

J. Liquid Tight Flexible Metal Conduit (LFMC):

1. 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).
2. Fittings: Provide cadmium plated, malleable iron fittings with compression type steel ferrule and neoprene gasket sealing rings, with insulated, or noninsulated throat.

K. No ENT, corrugated flexible conduit, or MC cable shall be installed or reused.
L. No intermediate metal conduit (IMC) shall be installed.
M. Conduit Bodies: Provide galvanized cast-metal conduit bodies of types, shapes, and sizes as required to fulfill job requirements and NEC requirements. Construct conduit bodies with threaded conduit-entrance ends, removable covers, either cast or of galvanized steel, and corrosion-resistant screws. SLB type are not permitted.

2.4. Products – Nonmetallic Conduit and Ducts:

A. General: Provide nonmetallic conduit, ducts, and fittings of types, sizes, and weights for each indicated use. Where types and grades are not indicated, provide proper selection determined by Contractor to fulfill wiring requirements which comply with provisions of NEC and Specifications for raceways.
B. 90°C, UL rated, constructed of polyvinyl chloride. For direct burial, UL listed and in conformity with NEC Article 352.
C. Conduit and Tubing Accessories: Provide conduit, tubing, and accessories of types, sizes, and materials, complying with manufacturer's published product information, which mate and match conduit and tubing.

PART 3 - EXECUTION

3.1. Examine areas and conditions under which raceways are to be installed, and substrate which will support raceways. Notify Owner and Engineer in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in acceptable manner.
3.2. Provide raceways for each installation location as follows:

A. Below grade: PVC
B. Within concrete: PVC
C. Exterior above-grade locations: rigid galvanized steel
D. Damp and wet locations: rigid galvanized steel
E. Interior locations subject to physical abuse: rigid galvanized steel
F. Interior locations not subject to physical abuse: EMT
G. Whips to light fixtures: 48" to 72" FMC or prefabricated whip.
H. Connections to any vibrating or mechanically active equipment: FMC

1. Exception: Utilize LFMC in exterior locations, or where subject to moist or humid atmosphere, or where subject to water, oil, or grease exposure.

I. Connection to any equipment subject to movement: FMC

1. Exception: Utilize LFMC in exterior locations, or where subject to moist or humid atmosphere, or where subject to water, oil, or grease exposure.

J. FMC, LFMC, and LFNC shall not be used for any other applications without written consent from Engineer.

3.3. Raceway Size:

A. Sizes of raceways shall be not less than NEC requirements using THHN/THWN2 for sizing and shall not in any case be less than indicated on the drawings.
B. Larger size raceways and/or pull boxes shall be installed if there is excessive length of unbroken run or excessive number of bends.

3.4. General Requirements:

A. No raceway shall be routed exposed in finished spaces without clear and specific direction from the EOR, Architect, or Owner.
B. No raceway shall be routed exposed in exterior locations without clear and specific direction from the EOR, Architect, or Owner.

1. Conduit risers directly into the bottom of equipment and boxes shall be permitted, provided the box is installed per the plans.

C. Install conduits without damaging or penetrating structural members.
D. Electrical appurtenances installed in insulation shall be coordinated with the insulation details, specifications, and manufacturer recommendations. Maintain thermal envelope accordingly. Provide additional spray foam, batt, etc. as required.
E. Metallic conduit in contact with concrete, grout, mortar, or other cementitious products such as grouted cells, headers, lintels, etc. shall be provided a bituminous coating before installation.
F. All conduit installed in walls and above ceilings shall be 100% complete and approved by inspectors before covering is installed. Such coverings include drywall, insulation, ceiling tiles, and any other material which obscures the installation.
G. Conduit installed above accessible ceilings shall be supported from the building structure and shall not be supported from or attached to the suspended ceiling suspension system.
H. Where feasible, avoid conduit runs within partitions and walls.
I. Mechanically assemble metal enclosures, and raceways for conductors to form a continuous conductive system.
J. Connect to electrical boxes, fittings, and cabinets to provide effective electrical continuity and rigid mechanical assembly.
K. Avoid use of dissimilar metals throughout system to eliminate possibility of electrolysis. Where dissimilar metals are in contact, coat all surfaces with corrosion inhibiting compound before assembling.
L. Install expansion fittings in all raceways wherever structural expansion joints are crossed.

M. Raceway penetrations of fire rated walls and/or floors shall be sealed to maintain the rating(s). All relevant materials and methods shall be per a UL detail satisfying NFPA rating requirements.
N. Fire rating of construction assemblies are specified under architectural section of the Contract Documents. Any ratings indicate within other portions of the Contract Documents is purely intended for the Contractor's convenience, and is not meant to replace a careful review of architectural life safety plans.
O. Submit complete data on fire stopping materials and construction methods for review by Architect prior to proceeding with work.
P. Coordinate with other work including wires/cables, boxes, and panel work, as necessary to interface installation of electrical raceways and components with other work.
Q. Use Manufacturer-provided dimensions to lay out all equipment electrical connections. Set conduit and boxes for connection to units only after receiving review of dimensions and coordinating with other trades.
R. Provide nylon pull cord in empty conduits.
S. Cut conduits straight, properly ream, and cut threads for heavy wall conduit deep and clean.
T. Field bend conduit with benders designed for the purpose.
U. Any conduit with kinks, tears, or other material damage shall be replaced at Contractor's expense.
V. Conduits are not to cross utility shafts or duct openings.
W. Keep conduits a minimum distance of six inches (6") from parallel runs of flues, hot water pipes, or other sources of heat. Wherever possible, install horizontal raceway runs above water and steam piping.
X. Support riser conduit at each floor level with clamp hangers.
Y. Use of running threads at conduit joints and terminations is prohibited.
Z. Complete installation of electrical raceways before starting installation of cables/wires within raceways.
AA. Under no circumstances shall PVC or PVC-coated conduit be utilized within an air plenum. In particular, Contractor is to avoid LFMC within air handler plenums, etc.
BB. Cap off all spare or unused conduits.

3.5. Flexible Conduit:

A. Flexible conduit shall not pass through walls or ceilings. Provide a junction box at the point of transition.
B. Flexible conduit shall not be used within walls, except where written permission is given by both Engineer and Owner.

3.6. Conduits Installed in Exterior, Wet, or Damp Locations:

A. Metallic raceways exterior, wet, or damp locations shall have conduit threads painted with cold galvanizing paint. Remove oil and clean prior to painting. Draw up coupling and conduit sufficiently tight to ensure water tightness.
B. All wall penetrations entering wet locations shall be sloped downward at least 1/2".

3.7. Special EMT Requirements:

A. EMT shall not be installed below 8" AFF.
B. EMT shall not be installed exposed below 72" AFF.
C. EMT shall be installed in dry and indoor locations only.

3.8. Conduits Installed Below Grade:

A. All underground wiring and raceways shall have metalized warning tape installed above conduit, raceways, or electrical line that identifies the specific system buried below. Tape shall consist of a minimum 3.5 mil solid foil core encased in a protective plastic jacket (total thickness 5.5 mils) and be 6" wide with black lettering imprinted on a color coded background that conforms to APWA color code specifications. Tape shall be installed minimum 12" above a conduit, ductbank, or electrical line, and in no case less than 6" below grade. No additional tracer wire is required.
B. All rigid metal conduit below grade shall be provided a bituminous coating.
C. Metallic raceways installed below grade shall have conduit threads painted with cold galvanizing paint. Remove oil and clean prior to painting. Draw up coupling and conduit sufficiently tight to ensure water tightness.
D. Install all underground conduits a minimum of 42" below finished grade (to top of conduit), except where below building foundation. Underground conduit shall be inspected and approved prior to backfilling. Primary raceway shall be buried 48" to top of conduit.
E. Conduit below concrete slabs and footers under or inside building foundations shall be minimum of 6" below bottom of concrete and/or at an adequate depth to conceal radius of bends.
F. A conductive path shall not be created by service raceways. The grounded conductor (typically a neutral) shall be the only ground return path to the transformer.

3.9. Conduits within Concrete Slabs or Encased in Concrete:

A. No conduit shall be installed within slabs without prior written approval from Structural Engineer. Provide Structural Engineer with whatever description and drawings of the proposed installation which Structural Engineer may require.
B. All of the following are subject to the alteration by Structural Engineer:

1. Place conduits between bottom reinforcing steel and top reinforcing steel. Place conduits either parallel, or at 90 degrees, to main reinforcing steel.
2. Separate conduits by not less than diameter of largest conduit to ensure proper concrete bond.
3. Conduits crossing in slab must be reviewed for proper cover by Engineer, Architect, and Owner.
4. Embedded conduit diameter is not to exceed one-third (1/3) of slab thickness.

3.10. Coatings:

A. Apply any coatings in accordance with manufacturer's instructions and recommendations.
B. Reapply bituminous coating locally after making threaded connections.
C. Any conduit requiring bituminous coating shall be coated without holidays. Inspect coating prior to burial or pouring, and touch up as needed.
D. In lieu of bituminous coatings, raceways with factory-applied polyethylene or PVC protective coatings may be utilized. Install per manufacturer’s instructions and recommendations. Seal all joints.

3.11. Conduits Above Grade:

A. Install exposed conduits and all conduit above grade and extensions from concealed conduit systems neatly, parallel with, or at right angles to walls and building structure.
B. Install exposed conduit work as not to interfere with ceiling inserts, lights, or ventilation ducts or outlets.
C. Securing and Supporting:
    1. Secure conduits within three feet of fittings, boxes, etc., and on spacing not to exceed ten feet.
        a. Conduits may be supported in lieu of securing, where permitted by Code.
    2. Support conduits by use of hangers, clamps, or clips.
    3. Conduit shall not be supported from suspended ceiling supports or grid systems.
    4. Groups of four or more parallel conduits shall be racked on shared strut hangers.
    5. All portions of a support system shall be rated to hold 200% of the expected static load. Loading by cable trays, raceways, etc shall be calculated based on maximum capacity. The cable trays and conduits themselves may be used per the manufacturer’s instructions.
    6. Supports carrying more than 10 lbs of load shall utilize threaded rods. Lighter loads may utilize wires.
D. Limit penetrations of vapor- and water-barriers. Utilize curbs, etc. wherever possible. Seal any penetrations of vapor- and water-barriers with approved methods.
E. Conduit shall not be installed on roof tops or walkway covers.
F. Conduit penetrating concrete floors not within 12" of walls shall have couplings installed flush with top slab.
G. Flexible metal conduit shall not be installed in damp or wet locations, through walls, or used as a raceway in concealed or inaccessible areas. It shall be supported within 12" of connectors and at least once every 54".

3.12. Components Below Corrugated Metal Roof Decking:

A. Provide the code-required 1.5” clearance between all electrical system components and corrugated metal roof decking. Refer to NEC 300.4(E) and similar requirements in other articles.

3.13. PVC Conduits:

A. PVC subject to physical damage shall be Schedule 80. All other PVC shall be heavy wall type (Schedule 40) conduit.
B. PVC conduit shall be installed with rigid steel elbows and risers. (Exception: low voltage with inner ducts may be PVC.)
C. Make solvent cemented joints in accordance with recommendations of manufacturer.
D. Install PVC conduits in accordance with NEC and in compliance with local utility practices.
E. Conduit and elbows shall be installed on the secondary side at power company's transformers. Wire and cable installation shall be such that wire pulling rope or cable will not damage elbows.

F. Conduit, elbows, and risers shall be installed for all primary services per Utility and Owner requirements.
G. All elbows shall be RMC, except where required otherwise by Utility.
H. All risers shall be RMC, except where required otherwise by Utility.
I. Bending PVC:

1. PVC conduit shall be bent using a “hot box”, heated blanket, or other tool designed for the task.
2. Torches and heat guns shall not be utilized to bend PVC.
3. Bends shall not reduce the conduit diameter and shall not be scorched.

3.14. General Conduit Fitting Requirements:

A. Grounding type bushings shall be installed on all feeder and subfeeder conduits entering panelboards, pull boxes, and transformers and all conduit entering oversized, concentric, and eccentric knock-outs.
B. Miscellaneous fittings such as reducers, chase nipples, 3 piece unions, split couplings, and plugs shall be designed and listed for the specific use.
C. Provide either plastic bushings or plastic insulating throats for all fittings prior to pulling wire.
D. Install insulated-type bushings for terminating conduits 1" and larger. Bushings are to have flared bottom and ribbed sides. Upper edge shall have phenolic insulating ring molded into bushing. Bushings shall be installed during rough-in and before installing conductors.
E. Snap-on bushings are prohibited.

3.15. Supply-side Bonding Requirements:

A. Provide listed bonding solutions for all conductive components upstream of the service equipment enclosure, except where explicitly exempted by NEC.
B. Bonding of metallic raceways upstream of the service equipment enclosure shall be made with listed bonding bushings and a supply-side bonding jumper sized per NEC Table 250.102. (NOTE: These bonding jumpers are frequently larger than the equivalent EGC, and are not limited to #3/0 like a GEC. When in doubt, submit an RFI for clarification of size requirements.)

3.16. Threaded Conduit Fitting Requirements:

A. Provided locknuts for securing conduit to metal enclosure with sharp edge for digging into metal, and ridged outside circumference for proper fastening.
B. Bushings for threaded conduits smaller than 1" shall have flared bottom and ribbed sides, with smooth upper edges to prevent injury to cable insulation. Bushings shall be installed during rough-in and before pulling wire.
C. Bushing of standard or insulated type shall have screw type grounding terminal. Bushings shall be installed on all threaded conduit.

END OF SECTION

PART 1 - GENERAL

1.1. Related Documents:

A. Conform to Division 1 and other sections of this division.
B. This Section is a general Division 26 materials and methods section, and applies to all other Division 26 sections involving materials and methods specified herein.

1.2. Description of Work:

A. Extent of electrical box and associated fitting work is indicated by drawings and schedules.
B. Types of electrical boxes and fittings specified in this Section include the following:

1. Outlet boxes.
2. Junction boxes.
3. Pull boxes.
4. Floor boxes.

1.3. Codes and Standards:

A. NEC Compliance: Comply with NEC as applicable to construction and installation of electrical wiring boxes and fittings.
B. UL Compliance: Comply with applicable requirements of UL 50, UL 514 Series, and UL 886 pertaining to electrical boxes and fittings. Provide electrical boxes and fittings which are UL listed and labeled.

1.4. Submittals:

A. Submit in accordance with General, Supplementary, and Special Conditions.
B. Product Data: Submit manufacturer's data.

PART 2 - PRODUCTS

2.1. Acceptable Manufacturers:

A. All products shall be the produce of reputable and reliable manufacturers.
B. The following manufacturers are recognized as being reputable and reliable:

1. CDR
2. Hubbell-Raco
3. MacLean Highline
4. Republic Steel
5. Square D
6. Thomas & Betts
7. Topaz
8. Quazite
9. Wiremold
10. Legrand

C. Additional manufacturers shall be considered reputable and reliable only if they verifiably satisfy the following requirements:

1. History: Acceptable manufacturers shall have a history of producing similar products at least the past ten years. Such products shall have been sold in the state of Florida for at least the past five years.
2. Volume: Acceptable manufacturers shall have produced and sold similar products in excess of one hundred (100) times annually the amount of

product projected for used in this project. This requirement shall apply to each of the past ten years.

3. Similar projects: Acceptable manufacturers shall have sold similar products which have been used in at least five similar projects in the past five years. Similar projects must be of a similar use, overall cost, and overall size.

D. Documentation of the above manufacturer requirements shall be provided to Engineer upon request, but is otherwise unnecessary. If documentation is required, it shall consist of a signed statement from Manufacturer's representative on Manufacturer's letterhead (or the letterhead of Manufacturer's approved representative). Additional documentation may be required in rare cases.

E. Any submittal by Contractor shall be considered indication by Contractor that Contractor stands behind for the suitability of a manufacturer, and that the manufacturer satisfies of the above requirements.

F. Contact Engineer prior to bid with any questions regarding acceptable manufacturers.

2.2. Products – Fabricated Materials:

A. Outlet Boxes:

1. Outlet wiring boxes shall be galvanized coated flat rolled sheet steel, of shapes, volumes, and dimensions as indicated, suitable for installation at respective locations.
2. Outlet boxes shall be constructed with mounting holes, and with cable and conduit size knockout openings in bottom and sides.
3. Minimum dimensions for device boxes, junction boxes, pull boxes, and other boxes in walls shall be 2-gang square. Depth shall be:

    a. one and one-half inches (1-1/2”) for other locations.

4. Dimensions of ceiling boxes shall be a minimum 2-gang square or octagonal. Depth shall be:

    a. three inches (3") for concrete work,
    b. one and one-half inch (1-1/2") deep for exposed work or furred ceiling work, and
    c. one and one-half inches (1-1/2”) for other locations.

5. Plaster rings and/or fixture studs shall be provided where required.
6. Flush-mounted boxes shall be provided with extension rings and/or covers with sufficient depth to bring the covers flush with the finished wall. Unless approved otherwise, this is acceptable only where walls are being framed or furred.
7. Outlet boxes for exposed wall mounting shall be cast metal type "FS" or "FD" boxes with suitable cast aluminum covers.
8. Exterior boxes:

    a. All exterior boxes shall be appropriately listed or indicated for the use.
    b. Boxes for exterior receptacles shall be provided with in-use weatherproof receptacle covers. Such covers shall have spring hinged lids.
    c. Weatherproof covers shall meet code requirements for covers intended for use with attachment plugs.

9. Sectional or gangable boxes shall not be installed.
10. Through-wall boxes shall not be installed.
11. Box extensions or "goof rings" shall not be installed without specific prior approval from EOR.
12. "Handy" boxes, etc. shall not be permitted.

B. All pull boxes used outside and underground shall be pre-cast concrete polymer, with concrete polymer cover. Such boxes shall be of sufficient size to make all entrances and exits from box in one horizontal plane.
C. Junction and Pull Boxes: Provide galvanized code gauge sheet steel junction and pull boxes, with screw on covers; of types, shapes and sizes, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws, and washers.
D. Cover Plates:

1. All cover plates shall be abuse resistant nylon or stainless steel.

PART 3 - EXECUTION

3.1. General:

A. Install all electrical boxes and fittings as indicated, in accordance with manufacturer's instructions, applicable code, and recognized industry practices, to fulfill project requirements.
B. No box shall be surface mounted in finished spaces without clear and specific direction from the EOR, Architect, or Owner.
C. No box shall be surface mounted in exterior locations without clear and specific direction from the EOR, Architect, or Owner.
D. The location of any pull box shall be approved by Architect and Owner before installation, unless said pull box is installed in an accessible above-ceiling space, or a dedicated mechanical or electrical room.
E. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
F. Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
G. Provide knockout closures to cap unused knockout holes where blanks have been removed.
H. All outlet and device boxes shall be independently supported from structure.
I. Install electrical boxes only in accessible locations.
J. Orient all boxes for ease of accessibility. Install overhead boxes cover-down unless otherwise directed.
K. Install boxes and accessories to permit access for maintenance.
L. Coordinate all boxes with other trades.

1. Any box without a minimum 6" front clearance will be adjusted or reinstalled at Contractor's expense.
2. Any box installed such that access is effectively blocked by other trades shall be adjusted or reinstalled at Contractor's expense.

M. Secure electrical boxes firmly and rigidly to structure, or solidly embed electrical boxes in concrete or masonry.
N. Protect installed boxes from construction debris and damage.
O. All outside, above grade pull boxes shall be galvanized.

P. All flush mounted boxes, regardless of system or voltage, shall be installed flush within 1/8" of wall finish or finished face of tackboards, sound boards, cabinets, etc. Box extension or goof rings shall not be installed except as permitted above.
Q. Boxes shall not be installed back-to-back.
R. Boxes within the same stud cavity shall be separated by a minimum of 12".
S. No gang-able type boxes are permitted on new partitions/walls.
T. Boxes for flush mounting in concrete block:

1. Boxes for flush mounting in concrete block shall be provided covers with square corners on the raised portion of the cover.
2. Such covers shall be of sufficient depth to be flush with the face of the block.
3. The bottom side of the covers or boxes shall be installed at the masonry course nearest to the dimension specified or noted, but not more than applicable code.
4. Boxes installed in block walls shall be secured in place with mortar.
5. Boxes shall be flush with any combustible surface including black splash, tack board or sound board.

U. Where boxes, devices, or equipment would be installed in an otherwise inaccessible location, provide an access door. Refer to specification section 26 05 60.
V. Exterior Boxes:

1. Unless otherwise noted, exterior boxes on walls shall be installed flush with wall. Coordinate with masonry as required.
2. Provide suitable installation for each application, including face plate gaskets and corrosion resistant plugs and fasteners.

3.2. Boxes in Rated Partitions:

A. Maintain all fire and heat ratings by installing boxes in rated partitions according to a UL detail for an acceptable product. No UL rating detail shall be used prior to approval by Architect.
B. All boxes installed in rated walls shall be rigidly secured to structure.
C. All voids between boxes and surrounding wall surfaces shall be completely filled with an approved material.

3.3. Outlet Boxes:

A. Position recessed outlet boxes accurately to allow for surface finish thickness.
B. Outlet Box Accessories: Provide compatible outlet box accessories as required for installation, including:

1. box supports,
2. bonding accessories,
3. mounting ears and brackets,
4. wallboard hangers,
5. box extension rings,
6. fixture studs,
7. cable clamps, and
8. metal straps for supporting outlet boxes.

C. Rigidly support all outlet boxes from both sides, or from back, such that box cannot move or deflect into the wall when devices are installed or modified.

3.4. Components Below Corrugated Metal Roof Decking:

A. Provide the code-required 1.5” clearance between all electrical system components and corrugated metal roof decking. Refer to NEC 300.4(E) and similar requirements in other articles.

3.5. Identification:

A. Box lids and conduit couplings shall be color coded as follows:

1. 120/208V Wye: Black, with hand written white labels.
2. 277/480V Wye: Brown
3. All others: Paint a unique color.
4. Exception: Coordinate color coding requirements with Architect and Owner where boxes are visible in public spaces.

B. Covers of all junction boxes, pull boxes, etc. shall be marked by circuit number using indelible ink, 3/4" minimum height. Locate marker so it can be readily identified without removal of the cover plate.

1. Exception: Where box covers are visible in public spaces, marker label shall be on the inside of the box cover.

END OF SECTION

PART 1 - GENERAL

1.1. Related Documents:

A. Conform to Division 1 and other sections of this division.
B. This Section is a Division 26 Basic Electrical Materials and Methods section, and is part of each Division 26 section making reference to wiring devices specified herein.

1.2. Description of Work:

A. Extent of electrical identification work is indicated by drawings, schedules, and other specification sections.
B. Types of electrical identification work specified in this Section include the following:

1. Equipment/System identification signs.

C. See other specification sections for additional identification requirements for specific equipment and system components. Where electrical system signage is called for elsewhere in the Contract Documents, but not described in detail, provide signage per the requirements of this section.

1.3. Submittals:

A. Submit in accordance with General, Supplementary, and Special Conditions.
B. Product Data: Submit manufacturer's data.

PART 2 - PRODUCTS

2.1. Electrical Identification Materials:

A. Engraved Plastic Laminate Signs:

1. Provide engraving stock melamine plastic laminate, in sizes and thicknesses indicated.
2. Engrave with engraver's standard letter style, of sizes and wording indicated.
3. Default color shall be white face with black core plies, resulting in black letters on a field of white. Provide alternative colors as indicated on plans or in other specification sections.
4. Thickness: Minimum one-sixteenth inch (1/16"), except as otherwise indicated.
5. Fasteners: Self-tapping stainless steel screws, except contact type permanent adhesive where screws cannot or should not penetrate substrate.

2.2. Lettering and Graphics:

A. General: Coordinate names, abbreviations, and other designations used in electrical identification work with corresponding designations shown, specified or scheduled.
B. Provide numbers, lettering, and wording as indicated, or, if not otherwise indicated, as recommended by manufacturer or as required for proper identification and operation/maintenance of electrical systems and equipment.

PART 3 - EXECUTION

3.1. Application and Installation:

A. General Installation Requirements:

1. Install electrical identification products as indicated, in accordance with manufacturer's written instructions, and requirements of NEC.
2. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.
3. Regulations: Comply with governing regulations and requests of governing authorities for identification of electrical work.

B. Equipment/System Identification:

1. Provide engraved plastic laminate signs with text matching terminology and numbering of the contract documents. Provide signs for each unit of the following categories of electrical work:
    a. Panelboards,
    b. Electrical cabinets,
    c. Disconnect enclosures,
    d. Time clocks,
    e. Contactors,
    f. Access panels/doors to electrical facilities,
    g. Transformers,
    h. Any other enclosure housing active components.
2. Unless otherwise noted, install signs and labels to maximize visibility and readability without interference with operation and maintenance of equipment.
3. All power junction box covers shall be marked with panel name and circuit numbers. All other (Fire Alarm, intercom, etc.) junction box covers shall be marked according to system type. These markings shall be made with a permanent type marker.
4. Panel schedules shall be typed, and shall indicate room numbers and load information.
5. Above ceiling identification: to electrical equipment installed above finished ceiling, identification shall be placed:
    a. on access panel,
    b. next to access panel, or
    c. on to a permanent part of the ceiling system, such as a tee-bar of a lay-in type ceiling.
6. Secure all labels and signs to substrate with approved fasteners, unless fasteners would violate listings or create an unsafe condition. Where fasteners cannot be used, utilize approved permanent adhesive means of attachment.

C. Color Coding:

1. See each material’s respective section for additional color coding requirements. For example:
    a. 26 05 31 WIRES AND CABLES
    b. 26 05 33 RACEWAYS
    c. 26 05 34 BOXES AND FITTINGS

END OF SECTION

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment, and materials and performing all operations necessary for the installation of the electrical work as herein called for and shown on the drawings.

1.2 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. This section is a Division 26 Basic Electrical Materials and Methods section and is a part of each Division 26 section making reference to or requiring access doors specified herein.

C. Review all other contract documents to be aware of conditions affecting work herein.

1.3 Codes and Standards: Comply with applicable codes pertaining to product materials and installation of access doors.

1.4 Quality Assurance:

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of access doors, of types and sizes required, whose products have been in satisfactory use in similar service for not less than five years.

All metallic components installed outdoors shall be hot dipped galvanized after fabrication.

1.5 Approval Submittals:

A. Product Data: Where other Division 26 sections require access doors, submit access doors only for that section and not under this section. Submit access doors schedule showing manufacturer's figure number, size, rating, type of each item. Minimum size is 18"x18" unless noted otherwise. Increase size to accommodate necessary access to concealed items. Show all access panels and access panel sizes on coordination drawings submitted under other sections.

B. O&M Data Submittals: Submit a copy of all approval submittals. Submit maintenance data and parts list. Include this data in O&M Manual.

PART 2 - PRODUCTS

2.1 Acceptable Manufacturers: Subject to compliance with requirements, provide access doors by Milcor, Jay R. Smith, Zurn, BOICO, Elmdor, Williams Bros. Corporation of America or approved equal.

2.2 General: Where floors, walls, and ceilings must be penetrated for access to electrical work, provide types of access doors indicated. Furnish sizes indicated or, where not otherwise indicated, furnish adequate size for intended and necessary access. Furnish manufacturer's complete units, of type recommended for application in indicated substrate construction, in each case, complete with anchorages and hardware.

2.3 Access Door Construction: Except as otherwise indicated, fabricate wall/ceiling door units of welded steel construction with welds ground smooth; 16-gauge frames and 14-gauge flush panel doors; 175° swing with concealed spring hinges; flush screw-driver-operated cam locks; factory-applied rust-inhibitive prime-coat paint finish.

2.4 Locks: Provide flat pass key type locks, individually keyed unless otherwise indicated, 2 keys.

2.5 Fire Rated Access Doors: Where required furnish with 20-gauge insulated sandwich panel, automatic closing mechanism, cylinder type lock (self-latching with inside release mechanism), and continuous concealed steel hinge pin. Access doors shall carry the UL 1-1/2 hour “B” label.

PART 3 - EXECUTION

3.1 Access doors shall be installed to operate and service all electrical equipment, boxes, and devices, including any items requiring maintenance or access that are concealed above or behind finished construction. Access doors shall be installed in walls, chase and floors as necessary, but are not required in accessible suspended ceiling systems. Access doors shall have factory applied protective phosphate coating and baked enamel primer suitable for field painting.

3.2 Access doors shall be installed by the Division installing the substrate construction. However, responsibility for furnishing and determining location of access doors is part of this Division’s work. The style of access door shall be suitable for construction into which installed.

3.3 Access doors shall be sized and located as required to provide proper maintenance and service access in accordance with the manufacturer’s recommendations and code authority requirements for all devices and equipment.

END OF SECTION

PART 1 - GENERAL

1.1. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
1.2. This section is a Division 26 Basic Electrical Materials and Methods section, and is part of each Division 26 section making reference to or requiring excavation and backfill specified herein.
1.3. Existing Utilities: Any depicted underground utilities were taken from old drawings. The exact location of these utilities and irrigation branches and abandoned services are not known. Use extreme caution when excavating.
1.4. Refer to other Division 26 sections and/or drawings for specific requirements of the particular conduit system being installed. Where another Division 26 section or the drawings conflict with requirements of this section, the other Division 26 section or the drawings shall take precedence over the general requirements herein.
1.5. OSHA: Contractor employee worker protection for all trenching and excavation operations shall comply with 29 CFR 1926.650 Subpart P and all current OSHA requirements.

PART 2 - PRODUCTS

2.1. Sand: Clean, hard, uncoated grains free from organic matter or other deleterious substances. Sand for backfill shall be of a grade equal to mortar sand.
2.2. Gravel: Clean, well graded hard stone or gravel, free from organic material. Size range to be from No. 4 screen retentions to 1".
2.3. Earth: Fill free of clay, muck, stones, wood, roots or rubbish.
2.4. Identification Tape: See Electrical Identification specification.

PART 3 - EXECUTION

3.1. Ditching and Excavation: Shall be performed by hand wherever there is a possibility of encountering obstacles or any existing utility lines of any nature whatsoever. Where clear and unobstructed areas are to be excavated, appropriate machine excavation methods may be employed. Avoid use of machine excavators within the limits of the building lines.
3.2. Bedding: Excavate to bottom grade of conduits to be installed, and shape bed of undisturbed earth to contour of conduit for a width of at least 50% of conduit diameter. If earth conditions necessitate excavation below grade of the conduit, such as due to the presence of clay, muck, or roots, subcut and bring bed up to proper elevation with clean, new sand (as described in paragraph 2.1), deposited in 6" layers and tamped. Notify Architect/Engineer if subcut exceeds 12", or if bed is of an unstable nature. In this case a 6" minimum layer of gravel will be required before sand bedding begins. Submit cost proposal if the earth conditions require subcut in excess of 12" or if gravel is required to achieve proper bedding.
3.3. Placing: Conduit shall be carefully handled into place. Avoid knocking loose soil from the banks of the trench into the conduit bed. Rig heavier sections with nylon slings in lieu of wire rope to avoid crushing or chipping.
3.4. Identification of Underground Wiring and/or Ductbanks:

A. WARNING TAPE: All underground wiring and duct banks shall have metalized warning tape installed above a conduit, duck bank or electrical line that identifies the specific system buried below. Tape shall consist of a minimum 3.5 mil solid foil core encased in a protective plastic jacket (total thickness 5.5 mils) and be 6" wide with black lettering imprinted on a color coded background that conforms to

APWA color code specifications. Tape shall be installed minimum 12" above a conduit, duct bank or electrical line and in no case less than 6" below grade.

3.5. Backfilling: Deposit clean new sand (as described in paragraph 2.1) to 6" above the conduit and tamp. Then deposit sand or earth carefully in 6" layers, maintaining adequate side support, especially on nonferrous conduit materials. Compact fill in 6" layers, using mechanical means, up to the top elevation of the conduit, and in 12" layers to rough or finish grade as required. Fine grade and restore surface to original condition.

3.6. Special: Excavations shall be installed and maintained in satisfactory condition during the progress of the work. Subsurface structures are to be constructed in adequately sized excavations. De-watering equipment shall be installed and properly maintained where required. Shoring shall be employed in the event of unstable soil condition, and in all cases where required by OSHA regulations and necessary to protect materials and personnel from injury.

3.7. Identification: Install identification tape directly above all underground conduit. See Electrical Identification specification.

3.8. Depth of Cover: Minimum cover for underground conduit is three feet unless indicated otherwise.

3.9. Existing Pavement: Where new conduit passes below existing streets, driveways, parking lots, or other paved areas, the pavement shall be saw cut. Backfill shall be compacted to 95% density and the pavement shall be patched to match existing pavement. Provide compaction tests and reports as required.

3.10. Landscape Restoration:

A. Lawn or Unpaved Areas: The soil shall be replaced according to the original profile. Compact the top 6" of subgrade and each 6" layer of backfill or fill material at 85% maximum density for cohesive soils and 90% relative density for cohesionless soils.

1. If additional soil is required, the Contractor shall supply weed free topsoil of a type to match existing topsoil.

B. Grass: Fine grade and solid sod with the type of grass to match the existing species and cultivar.

C. Landscape Maintenance: Contractor shall be responsible for watering and other grounds maintenance in the area of construction until the project is accepted.

END OF SECTION

PART 1 - GENERAL

1.1. Summary:

A. Scope: Provide labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, erection, and installation for panelboards as required for the complete performance of the work, and as shown on the Drawings and as herein specified.
B. Section Includes: The work specified in this Section includes, but shall not be limited to, the following:

1. Provide lighting and appliance panelboards as specified herein and where shown and scheduled on the Drawings.

1.2. Submittals:

A. General: See submittal procedures in Division 1.
B. Product Data: Submit product data showing material proposed. Submit sufficient information to determine compliance with the Drawings and Specifications. Clearly indicate all variations and options proposed for installation.
C. Configuration: Submit panelboard configuration information, including the physical locations and connections of all active and conductive components.
D. Shop Drawings: Submit scaled shop drawings depicting the intended installation location for each panelboard, relevant clearance requirements, and all other equipment intended for installation nearby. Indicate all relevant dimensions, and document that installation is feasible as proposed.
E. Include panelboards in dimensioned electrical room shop drawings.

1.3. Operation and Maintenance:

A. Operation and Maintenance Data: Prior to substantial completion, submit operation and maintenance data for panelboards. Submit as indicated in Section 26 00 00 and Division 1.

1.4. Quality Assurance:

A. Qualifications:

1. Manufacturer Qualifications: Manufacturer shall be a firm engaged in the manufacture of panelboards of types and sizes required, and whose products have been in satisfactory use in similar service for a minimum of five years.
2. Installer Qualifications: Installer shall be a firm that shall have a minimum of five years of successful installation experience with projects utilizing panelboards similar in type and scope to that required for this Project and shall be approved by the manufacturer.
3. Documentation of qualifications, examples of past projects, and references, shall be provided to Owner and/or Engineer upon request, but are not required as part of the standard submittal procedure.

B. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction. Obtain necessary approvals from such authorities.

1. Without limiting the generality of other requirements of this Section, all work specified herein shall conform to or exceed the applicable requirements of the following standards; provided, that wherever the provisions of said

publications are in conflict with the requirements specified herein, the more stringent requirements shall apply:

a. FS W-C-375.
b. FS W-P-115 (Type I, Class 1).
c. NEMA AB 1.
d. NEMA PB 1.
e. NEMA PB 1.1.
f. NEC.
g. UL 50.
h. UL 67.
i. UL 489.
j. UL 924 (for emergency panels).

C. Pre-Installation Conference: Prior to commencing the installation, meet at the Project site to review the material selections, installation procedures, and coordination with other trades. Pre-installation conference shall include, but shall not be limited to, the Contractor, the Installer, manufacturer's representatives, and any trade that requires coordination with the work. Date and time of the pre-installation conference shall be acceptable to the Owner and the Architect.

D. Single Source Responsibility: Obtain panelboards and required accessories from a single source with resources to produce products of consistent quality in appearance and physical properties without delaying the work. Any materials which are not produced by the manufacturer shall be acceptable to and approved by the manufacturer.

1.5. Delivery, Storage, and Handling:

A. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with supplier's or manufacturer's name, material or product brand name, and lot number, if any.

B. Store materials in their original, undamaged packages and containers, inside a well ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

1.6. Warranty:

A. General: See closeout procedures in Division 1.

B. Special Warranty: Submit a written warranty executed by the manufacturer, the Installer, and the Contractor, agreeing to repair or replace panelboards that fail in materials or workmanship within the specified warranty period.

1. Warranty Period: Warranty period shall be one year from the date of substantial completion.

PART 2 - PRODUCTS

2.1. Manufacturers:

A. Approved Manufacturers: All panelboard products shall be the product of one of the following:

1. Square D (Schneider Electric)
2. ABB Panelboards (General Electric)
3. Cutler Hammer (Eaton)
4. Siemens

B. Basis of Design:

1. Items specified are to establish a standard of quality for design, function, materials, and appearance.
2. Equivalent products by other manufacturers are acceptable.
3. The Design Professional will be the sole judge of the basis of what is equivalent.
4. Any adjustments required to meet equivalency requirements shall be at Contractor's expense.
5. See Drawings for schedules indicating additional Basis of Design information.

2.2. Materials and Components:

A. General:

1. Minimum voltage rating shall be for the voltage indicated and scheduled on the Drawings.
2. Minimum per-phase continuous current ratings shall be as indicated and scheduled on the Drawings.
3. Minimum neutral continuous current ratings shall be as indicated and scheduled on the Drawings.
4. Minimum short circuit current rating shall be as indicated and scheduled on the Drawings, in RMS symmetrical amperes at the AC voltage indicated for the panelboard.
5. Enclosure NEMA rating shall be as indicated and scheduled on the Drawings.
6. Panelboards shall be suitable for use as service equipment when application requirements comply with UL 67 and NEC Article 230.

B. Feeder Connection(s):

1. Interiors shall be field convertible for top or bottom incoming feed.
2. Main circuit breakers shall be vertically mounted.
3. Sub-feed circuit breakers shall be vertically mounted.
4. Main lug interiors up to 400 amperes shall be field convertible to main circuit breaker.

C. Buses:

1. Each bus bar shall have sequentially phased branch circuit connectors suitable for plug-on or bolt-on branch circuit breakers.
2. The busing shall be fully rated.
3. Busing shall be plated copper.
4. Bus bar plating shall run the entire length of the bus bar.
5. Solid neutral(s) shall be plated and located in the mains compartment up to 225 amperes so incoming neutral cable may be of the same length.
6. Interior phase bus shall be pre-drilled to accommodate field installable options (i.e., sub-feed lugs, sub-feed circuit breakers, thru-feed lugs, etc.).

D. Circuit Breakers:

1. Service equipment shall be provided with ground fault protection when the following conditions are true:

    a. Voltage system is over 150V to ground (e.g. 480Y277V, 240V delta, etc)

b. Service overcurrent protection is rated 1,000A or greater.

2. Circuit breakers shall be UL-listed with amperage ratings, interrupting ratings, and number of poles as indicated and scheduled on the Drawings.
3. Two-pole and three-pole circuit breakers shall have common tripping of all poles. Circuit breaker frame sizes above 100 amperes shall have a single magnetic trip adjustment located on the front of the circuit breaker that shall allow the user to simultaneously select the desired trip level of all poles. Circuit breakers shall have a push-to-trip button for maintenance and testing purposes.
4. Circuit breakers shall have an overcenter, trip-free, toggle mechanism which shall provide quick-make, quick-break contact action.
5. Circuit breakers shall have a permanent trip unit with thermal and magnetic trip elements in each pole.
6. Main circuit breaker thermal elements shall be true rms sensing and shall be factory calibrated to operate in a 40°C ambient environment.
7. Circuit breaker handle and faceplate shall indicate rated ampacity.
8. Standard construction circuit breakers shall be UL-listed for reverse connection without restrictive line or load markings.
9. Circuit breaker escutcheon shall have international I/O markings, in addition to standard on/off markings.
10. Circuit breaker handle accessories shall provide provisions for locking handle in the on or off position.
11. Circuit breakers shall be UL-listed for use with the following accessories, and shall be provided such accessories as indicated and scheduled on the Drawings:

    a. Shunt trip.
    b. Under voltage trip.
    c. Ground fault shunt trip.
    d. Auxiliary switch.
    e. Alarm switch.
    f. Compression lug kits.

12. The exposed faceplates of branch circuit breakers shall be flush with one another.
13. Molded case branch circuit breakers shall have bolt-on type bus connectors.
14. Breaker shall be UL Listed with the following ratings: (15-125A) Heating, Air Conditioning, and Refrigeration (HACR), (15-30A) High Intensity Discharge (HID), (15-20A) Switch Duty (SWD), (15-50A) Equipment Protection Device (EPD) (480Y/277Vac maximum).
15. Circuit breakers indicated for use as disconnects shall be provided with a means for locking the breaker in the OFF position. Locking provisions shall remain installed when lock is not present.

E. Enclosures:

1. Type 1 Boxes:

    a. Boxes shall be hot-dip zinc galvanized steel constructed in accordance with UL 50 requirements. Unpainted galvannealed steel is not acceptable.

b. Boxes shall have removable endwalls with knockouts located on one end. Boxes shall have welded interior mounting studs. Interior mounting brackets are not required.
c. Boxes in fire and/or temperature rated walls shall be provided with a listed mat or wrap installed per an applicable UL detail. 3M Interam Endothermic Mat or equal.

2. Type 1 Fronts:

a. Front shall meet strength and rigidity requirements per UL 50 standards.
b. Front shall have grey enamel electrodeposited over cleaned phosphatized steel.
c. Fronts shall be hinged one-piece with door, or door-in-door.
d. Mounting shall be flush or surface as indicated and scheduled on the Drawings.
e. Panelboards shall have mono-flat fronts with concealed door hinges and mounted with trim screws.
f. Front shall not be removable with the door locked.
g. Doors on front shall have rounded corners and edges shall be free of burrs.
h. Front shall have cylindrical tumbler type lock with catch and spring-loaded stainless steel door pull.
i. Lock assemblies shall be keyed alike.
j. One key shall be provided with each lock.
k. A clear plastic directory cardholder shall be mounted on the inside of door.

3. Type 3R:

a. Enclosures shall be constructed in accordance with UL 50 requirements.
b. Enclosures shall be painted with grey enamel electrodeposited over cleaned phosphatized steel.
c. Doors shall be gasketed and equipped with a tumbler type vault lock and two additional quarter turn fasteners on enclosures 59 inches (1499 mm) or more in height.
d. Lock assemblies shall be keyed alike.
e. One key shall be provided with each lock.
f. A clear plastic directory cardholder shall be mounted on the inside of door.

F. Grounding:

1. A solidly bonded copper equipment ground bar shall be provided.

G. Identification:

1. Nameplates shall contain system information and catalog number or factory order number. Interior wiring diagram, neutral wiring diagram, UL-listed label, and short circuit current rating shall be displayed on the interior or in a booklet format.

H. Safety:

1. Current carrying parts shall be insulated from ground and phase-to-phase by high dielectric strength thermoplastic.
2. Interior trim shall be of deadfront construction to shield user from energized parts. Deadfront trim shall have filler plates covering unused mounting spaces.

I. Miscellaneous:

1. Interior leveling provisions shall be provided for flush-mounted applications.
2. The entire panelboard shall be listed as a system, including all breakers, buses, enclosure, cover, etc.
3. Lugs shall be UL-listed to accept solid or stranded copper conductors.
4. Lugs shall be suitable for 90°C rated wire, sized according to the 75°C temperature rating per NEC Table 310-15(B)(16). Branch circuit breakers rated 30 amperes and below may be UL-listed to accept 60°C rated wire.
5. Lug body shall be bolted in place. Snap-in designs are not acceptable.

2.3. Arc Energy Protection:

A. All circuit breakers set, or capable of being set, to 1200A or higher continuous trip rating shall be provided with arc energy reduction and documentation in accordance with NEC 240.87.
B. Provide documentation to relevant parties with location of all such circuit breakers.
C. Each such circuit breaker shall be LSIG-type unless specifically indicated otherwise.
D. Provide one of the following for each such circuit breaker:

1. Zone-selective interlocking,
2. Differential relaying,
3. Energy-reducing maintenance switching with local status indicated,
4. Energy-reducing active arc flash mitigation system
5. An approved equivalent means, approved in writing by Engineer, Owner, and AHJ.

PART 3 - EXECUTION

3.1. Examination:

A. Verification of Conditions: Examine areas and conditions under which the work is to be installed, and notify the Contractor in writing, with a copy to the Owner and the Architect, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

1. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Installer.

3.2. Installation:

A. General: Install panelboards and accessories in accordance with reviewed product data, final shop drawings, manufacturer's written instructions and recommendations, and as indicated on the Drawings.

1. Install panelboards in accordance with manufacturer's written instructions, NEMA PB 1.1, and NEC standards.

2. Install and configure software in accordance with manufacturer's written instructions.

B. Securing and Support:

1. All panelboards shall be rigidly secured to and supported from structure, blocking, or suitable backing. Blocking or backing shall be directly fastened to structure.
2. Gypsum board, concrete board, and other non-structural finish materials shall not be utilized for securing and supporting panelboards. Such materials may be installed between panelboard and structure, provided they possess sufficient compression strength.
3. Toggle bolts and similar fasteners are not acceptable without prior written approval from EOR for a particular panel.

C. Testing of service ground-fault protection for equipment:

1. Service ground-fault protection for equipment shall be tested in accordance with NEC 230.95. In particular:
    a. Testing shall be by means of primary current injection AT THE TIME OF INSTALLATION.
    b. Factory testing does not meet NEC 230.95 requirements.
    c. Secondary injection testing does not meet NEC 230.95 requirements.
    d. A written record of the testing shall be submitted to the AHJ and included in the O&M documents.

D. Exterior, unconditioned, wet, and humid spaces: All panelboards installed in an exterior, unconditioned, wet, or humid space shall be NEMA 3R, unless called out as NEMA 4X. This requirement shall override any references to NEMA 1 enclosures for such equipment.

1. Exterior includes any space with permanent opening to the outside.
2. Unconditioned includes any space without air conditioning for occupant comfort.
3. Wet locations include any area subject to spraying water, such as kitchens and within 72” of sinks.
4. Humid locations include any locations with exposed hot water or other significant sources of humidity, such as dishwashers, autoclaves, and the like.

E. Labeling:

1. Provide accurate, printed panelboard directories prior to substantial completion. Directory shall account for all addenda, field orders, and field modifications.
2. Provide engraved laminated melamine label for equipment, in accordance with specification section 26 05 53 Electrical Identification.
3. Permanently label all adjustable trip circuit breakers with the designed trip ratings. Provide engraved laminated melamine label with this information, in accordance with specification section 26 05 53 Electrical Identification.

F. Multiple Power Source Signage:

1. Where a structure has any combination of feeders, branch circuits, or services passing through it or supplying it, provide signage complying with NEC 225.37.

2. Signage shall include a permanent engraved plaque with the following:
    a. The words “DISCONNECT X OF Y”, where Y is the total number of disconnects, and X is the assigned number of this particular disconnect.
    b. An indication of the location of all other disconnects, either in plan form or written descriptions.
3. Coordinate exact format of signage with EOR prior to purchase.

3.3. Field Quality Control:

A. Inspect complete installation for physical damage, proper alignment, anchorage, and grounding.
B. Measure steady state load currents at each panelboard feeder. Rearrange circuits in the panelboard to balance the phase loads within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.
C. Check tightness of bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written specifications.

3.4. Demonstration:

A. Provide the services of a factory-authorized service representative of the manufacturer to provide start-up service and to demonstrate and train the Owner's personnel.
    1. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
    2. Train the Owner's maintenance personnel on procedures and schedules related to start-up and shutdown, troubleshooting, servicing, and preventive maintenance.
    3. Review data in operation and maintenance manuals with the Owner's personnel.
    4. Schedule training with the Owner, through the Architect, with at least seven day's advanced notice.
    5. Provide at least two hours of training for equipment covered by this section.

3.5. Protection:

A. Provide final protection and maintain conditions in a manner acceptable to the Installer, that shall ensure that the panelboards shall be without damage at time of Substantial Completion.

END OF SECTION

PART 1 - GENERAL

1.1. Related Documents:

A. Conform to Division 1 and other sections of this division.
B. This Section is a general Division 26 materials and methods section, and applies to all other Division 26 sections involving materials and methods specified herein.

1.2. Description of Work:

A. The extent of wiring device work is indicated by drawings and schedules. Wiring devices are defined as single discrete units of electrical distribution systems which are intended to carry but not utilize electric energy.
B. Types of electrical wiring devices in this Section include the following:

1. Receptacles
2. Ground Fault Circuit Interrupters
3. Switches
4. Wall Plates
5. Timers
6. Time Clocks
7. Photocells

1.3. Codes and Standards:

A. NEC Compliance: Comply with NEC as applicable to installation and wiring of electrical wiring devices.
B. UL Compliance: Comply with applicable requirements of UL 20, 486A, 498, and 943 pertaining to installation of wiring devices. Provide wiring devices which are UL listed and UL-labeled.

1.4. Submittals:

A. Submit in accordance with General, Supplementary, and Special Conditions.
B. Product Data: Submit manufacturer's data on electrical wiring devices.

PART 2 - PRODUCTS

2.1. Acceptable Manufacturers:

A. Manufacturers: Subject to compliance with requirements, manufacturers providing wiring devices which may be incorporated in the work include, but are not limited to, the following (for each type and rating of wiring device):

1. Hubbell, Inc.
2. Leviton Manufacturing Co., Inc.
3. Intermatic
4. Tork

2.2. Fabricated Wiring Devices:

A. General: Provide factory fabricated wiring devices, in types, colors, and electrical ratings for applications indicated and which comply with NEMA Stds. Pub/No. WD.

1. Normal Power: Provide white color devices except as otherwise indicated.

B. Receptacles:

1. Duplex Receptacles shall be 20A, 120V tamper resistant specification grade, with back and/or side wiring connections BOD: Leviton TBR20 or equivalent.
2. Weatherproof: All receptacles marked 'WP' on plans shall be weather resistant-type, and shall be marked 'WR'. Such receptacles shall also be GFCI type unless otherwise indicated. Such receptacles shall be provided with extra duty in-use weather shrouds. BOD shroud: TayMac ML500 Series.
3. GFCI: All receptacles marked 'G' or 'WP' on plans shall be GFCI type, self testing, conforming to current UL requirements. Base model shall be Leviton G5362-WTW or equivalent

C. Switches:

1. Snap: Provide toggle switches, rated 20 amps at 120/277 volts, quiet type, UL l without derating for tungsten lamp loads or inductive loads. The following catalog numbers are Leviton. "Slim" series (e.g. 1221S) are forbidden.

Type	**Catalog No.**
Single Pole	1221
Two Pole	1222
Three Way	1223
Four Way	1224

D. Time Clocks:

1. Provide 120/277V 365-day digital astronomical time clock. Basis of Design: Intermatic ET2725C (ET2725CR for damp or wet locations)

E. Photocell:

1. Intermatic EK4236S, or equal by Tork.

F. Lighting Contactor:

1. Enclosed, 30A, Class 8903, by Square D or equal. Provide integral Hand-Off-Auto (HOA) switch.
2. Pole count per plans. If not specified, provide sufficient poles for all circuits plus 4 spare poles. Note that some circuits may require two or three poles.

2.3. Wiring Device Accessories:

A. Wall Plates:

1. Unless otherwise indicated, wall plate material shall be as follows:
   a. Interior finished spaces: Nylon
   b. Interior unfished spaces: Galvanized.
   c. Exterior: Cover as part of weatherproof assembly.
2. Provide commercial specification grade wall plates for single and combination wiring devices, of types, sizes, and with ganging and cutouts as indicated. Select plates which mate and match wiring devices. Construct with metal screws for securing plates to devices: screw heads to match finish of plates.
3. Wall plates shall be the same color as the related wiring device unless indicated otherwise.

PART 3 - EXECUTION

3.1. Installation of Wiring Devices:

A. Install wiring devices as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.
B. Install wiring devices only in electrical boxes which are clean; free from excess building materials, dirt, and debris.
C. Install wiring devices after wiring work is completed and inspected.
D. Install wall plates after painting work is completed.
E. Rear wire all wiring device connections. Side terminations are forbidden.
F. All connections to wiring devices shall be made at screw-clamp type terminals. Push-in spring type connections shall not be used.
G. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for wiring devices. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Stds 486A and B. Use listed, properly scaled torque indicating hand tool.
H. Orient all receptacles with the ground pin up, except:

1. Where receptacle serves equipment which may have a 90° plug, orient receptacle ground pin down.
2. Orient horizontally installed receptacles (e.g. receptacles in surface raceway) with the neutral pin up.

3.2. Protection of Wallplates and Receptacles:

A. At time of substantial completion, replace any wall plates and/or receptacles which have been damaged during construction, including those burned and scored by faulty plugs.

3.3. Grounding:

A. Provide equipment grounding connections for all wiring devices, unless otherwise indicated. Tighten connections to comply with tightening torques specified in UL Std 486A to assure permanent and effective grounds. Grounding conductor shall be bonded to all boxes with a separate screw. Screws used to support boxes are not to be used for grounding. Bonding screws shall be installed in box during rough-in installation. Bonding screws shall be green hexagonal type.

3.4. Identification:

A. Switches: Each light switch shall be marked by circuit number using a numbered vinyl cloth adhesive marker, 1/4" minimum height. Locate marker behind cover plate so it can be readily identified by removal of the cover plate. Thomas and Betts E-Z Code Markers are acceptable.
B. Receptacles: Each receptacle shall be marked by circuit number using a numbered vinyl cloth adhesive marker, 1/4" minimum height. Locate marker behind cover plate so it can be readily identified by removal of the cover plate. Thomas and Betts E-Z Code Markers are acceptable.

3.5. GFCI Protection:

A. All receptacles, including 208V and 240V receptacles, shall be GFCI protected where required by NEC 210.8.

1. Prior to substantial completion, review the state of the installation and add additional GFCI devices as required.
2. Note that each NEC revision makes significant revisions to the require GFCI protection. Ensure the applicable version of the code is being referenced.

B. GFCI devices shall be readily accessible. This requires access without removing panels, moving equipment, using a ladder, etc. Where a GFCI device will not be readily accessible, provide GFCI protection with a GFCI circuit breaker. Review the state of the installation prior to substantial completion and adjust as needed.

3.6. Testing:

A. Prior to energizing circuitry, test wiring for electrical continuity, and for short circuits. Ensure proper polarity of connections is maintained. Subsequent to energization, test wiring devices to demonstrate compliance with requirements.

END OF SECTION

PART 1 - GENERAL

1.1. Summary:

A. Scope: Provide labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, erection, and installation for interior lighting as required for the complete performance of the work, and as shown on the Drawings and as herein specified.
B. Section Includes: The work specified in this Section includes, but shall not be limited to, the following:

1. Provide interior lighting fixtures as specified herein and where shown and scheduled on the Drawings.
2. Provide all necessary accessories and appurtenances as required for a functional installation of the interior lighting system.

1.2. Submittals:

A. General: See submittal procedures in Division 1.
B. Product Data: Submit product data showing material proposed. Submit sufficient information to determine compliance with the Drawings and Specifications. Clearly indicate all variations and options proposed for installation.
C. AHJ Submittals for Alternate Packages:

1. Contractor shall be familiar with all applicable local, state, and otherwise applicable codes prior to proposing any alternate materials. Alternate packages shall meet all applicable requirements.
2. Where AHJ reviews and approves photometric reports, fixture information, and other granular lighting information, Contractor shall make all required submissions and pay all required fees to gain AHJ approval of the proposed alternate package.
3. Where the AHJ requires signed and sealed documents, the contractor shall provide a delegated design for the revised scope.
4. Alternate packages are subject to approval by the Owner, Architect, and MG, regardless of whether the design has been delegated.

D. Repeated Submittals:

1. After three rejected submittals for alternates, where EOR determines that contractor is repeatedly submitting information without a clear understanding of the applicable codes, the contractor shall obtain a delegated design by a licensed engineer, certifying that the alternate package meets all applicable codes.
2. Upon notice, further reviews WILL NOT BE CONDUCTED without a signed and sealed delegated design attached.

1.3. Operation and Maintenance:

A. Operation and Maintenance Data: Prior to substantial completion, submit operation and maintenance data for light fixtures. Submit as indicated in Section 26 00 00 and Division 1.

1.4. Quality Control:

A. Qualifications:

1. Manufacturer Qualifications: Manufacturer shall be a firm engaged in the manufacture of light fixtures of types, sizes, and performance required, and

whose products have been in satisfactory use in similar service for a minimum of five years.

2. Installer Qualifications: Installer shall be a firm that shall have a minimum of five years of successful installation experience with projects utilizing light fixtures similar in type and scope to that required for this Project and shall be approved by the manufacturer.
3. Documentation of qualifications, examples of past projects, and references, shall be provided to Owner and/or Engineer upon request, but are not required as part of the standard submittal procedure.

B. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction. Obtain necessary approvals from such authorities.

1. Without limiting the generality of other requirements of this Section, all work specified herein shall conform to or exceed the applicable requirements of the following standards; provided, that wherever the provisions of said publications are in conflict with the requirements specified herein, the more stringent requirements shall apply:

a. NFPA 70, National Electrical Code
b. ANSI/UL 1598-08 NMX-J-307/1-ANCE/C22.2 NO.250.0-08, Luminaires
c. ANSI/UL 8750-2015 - Standard for Light Emitting Diode (LED) Equipment for Use in Lighting Products
d. UL 924 10th Edition - Standard for Emergency Lighting and Power Equipment

C. Pre-Installation Conference: Prior to commencing the installation, meet at the Project site to review the material selections, installation procedures, and coordination with other trades. Pre-installation conference shall include, but shall not be limited to, the Contractor, the Installer, manufacturer's representatives, and any trade that requires coordination with the work. Date and time of the pre-installation conference shall be acceptable to the Owner and the Architect.

D. Single Source Responsibility: Obtain each type of light fixture and required accessories from a single source with resources to produce products of consistent quality in appearance and physical properties without delaying the work. Any materials which are not produced by the manufacturer shall be acceptable to and approved by the manufacturer. This is not meant as a requirement that all light fixtures come from a single source. All parts and accessories for each individual light fixture shall meet this requirement.

1.5. Delivery, Storage, and Handling:

A. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with supplier's or manufacturer's name, material or product brand name, and lot number, if any.

B. Store materials in their original, undamaged packages and containers, inside a well ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

1.6. Warranty:

A. General: See closeout procedures in Division 1.

B. Special Warranty: Submit a written warranty executed by the manufacturer, the Installer, and the Contractor, agreeing to repair or replace light fixtures that fail in materials or workmanship within the specified warranty period.

1. Warranty Period: Warranty period shall be one year from the date of substantial completion.

C. Provide additional Manufacturer's warranty information, as applicable.

PART 2 - PRODUCTS

2.1. Manufacturers:

A. Basis of Design:

1. Items specified are to establish a standard of quality for design, function, materials, and appearance.
2. Unless specifically noted otherwise, all Basis of Design light fixtures are open to submission of equivalent products.
3. The Design Professional will be the sole judge of the basis of what is equivalent.
4. Equivalency will be decided on quality, performance, aesthetics, and maintainability.
5. Owner will be given the opportunity to reject specific manufacturers of equivalent materials based on negative past experience.
6. Any adjustments required to meet equivalency requirements shall be at Contractor's expense.
7. See Drawings for schedules indicating additional Basis of Design information.

2.2. Materials and Components:

A. General:

1. Color temperature shall be as indicated on the Light Fixture Schedule.
2. Luminous output shall be as indicated on the Light Fixture Schedule. Alternate fixtures within 5% do not require justification.
3. Fixture or lamp life rating in hours shall be per the Basis of Design. Life rating for LED fixtures shall be to 70% or 90% intensity per the Basis of Design.
4. CRI shall be per the Basis of Design.
5. Where not specified elsewhere, Color Rendering Index (CRI) [Ra] ≥ 80.
6. R9 value shall be per the Basis of Design. (Note: R9 is a color rendering criterion providing additional information beyond CRI.)
7. Where not specified elsewhere, R9 value shall be positive.
8. TM-30 data shall be comparable to the Basis of Design, as determined by the Design Professional. (Note: TM-30 are color rendering criteria providing additional information beyond CRI.)
9. Where not specified elsewhere, TM-30 ratings: 'Rf≥75, Rg≥95, and Rcs,h1≥-8%.
10. Minimum rated life shall be comparable to Basis of Design, as determined by the Design Professional.
11. Where not specified elsewhere, minimum rated life shall be 68,000 hours at L70.

12. Materials (steel, aluminum, acrylic, polycarbonate, etc.) shall be per the basis of design.
13. Environmental ratings shall be per the Basis of Design.
14. Additional considerations shall be per notes on the Light Fixture Schedule and on the Drawings.
15. Confirm all finishes with Owner and Architect prior to ordering.

B. Environmental Considerations:

1. All exterior fixtures shall be indicated for use in wet locations, even where installed in damp or dry locations.
2. Interior fixtures subject to high humidity or moisture shall be suitable for use in wet locations. This includes light fixtures for showers.

C. Construction/Finish:

1. No visible welding, no plane-protruding screws, latches, springs, hooks, rivets or plastic supports viewed from the occupied (room) side are allowed.

D. Maintainability:
E. Maintenance Materials:

1. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

a. Fixtures: One for every thirty of each type and rating installed. Furnish at least one spare fixture for any type of fixture with at least ten units being installed by this project.
b. Lamps: One for every ten of each type and rating installed, rounded up. Furnish at least one of each type.
c. Track Heads: One for every ten of each type and rating installed, rounded up. Furnish at least one spare head for any type of head with at least ten units being installed by this project.
d. Diffusers and Lenses: One for every twenty of each type and rating installed, rounded up. Furnish at least one of each type.
e. Globes and Guards: One for every thirty of each type and rating installed, rounded up. Furnish at least one of each type.

2.3. Maintainability:

A. Components:

1. Power supplies/drivers/ballasts, LED arrays, boards or light engines shall be easily field replaceable using common hand tools (e.g., screwdrivers, pliers, etc.) and without uninstalling the luminaire.

PART 3 - EXECUTION

3.1. Examination:

A. Verification of Conditions: Examine areas and conditions under which the work is to be installed, and notify the Contractor in writing, with a copy to the Owner and the Architect, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
B. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Installer.

3.2. Temporary Lighting:

A. If approved by the Architect, use selected permanent luminaires for temporary lighting.
B. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.
C. Contractor is responsible for replacing any light fixtures damaged over the course of construction.

3.3. Installation:

A. Comply with NECA 1.
B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
C. Provide lamps in each luminaire.
D. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
5. Fixtures larger than 24"x24" shall be supported by all four corners.
6. Fixtures 24"x24" and smaller shall be supported by two corners.

E. Where boxes, devices, or equipment would be installed in an otherwise inaccessible location, provide an access door. Refer to specification section 26 05 60.
F. Flush-Mounted Luminaire Support:

1. Secured to outlet box.
2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.
4. Do not use ceiling system as support for pendant luminaires.

G. Wall-Mounted Luminaire Support:

1. Attached to structural members in walls.
2. Utilize back plates and/or other support methods were recommended by the manufacturer.
3. Do not attach luminaires directly to gypsum board.

H. Ceiling-Mounted Luminaire Support:

1. Do not support fixture from gypsum board.
2. Support fixture from structure, as required by the assembly.
3. Install per manufacturer's recommendations.

I. Suspended Luminaire Support:

1. Provide architectural finish items (escutcheons, etc.) at all ceiling penetrations. Coordinate finish with Architect.
2. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
3. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and

provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.

4. Continuous Rows of Luminaires: Coordinate method of suspension with Architect.
5. Do not use ceiling system as support for suspended luminaires. Connect support wires or rods to building structure.

J. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

3.4. Identification:

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Electrical Identification".

3.5. Field Quality Control:

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

3.6. Adjusting:

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.

1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of the Architect.

3.7. Protection:

A. Provide final protection and maintain conditions in a manner acceptable to the Installer, that shall ensure that the light fixtures shall be without damage at time of Substantial Completion.

3.8. Cleaning:

A. Clean fixture surfaces of dirt, cement, plaster, and debris. Utilize cleansers compatible with fixture finishes and materials.

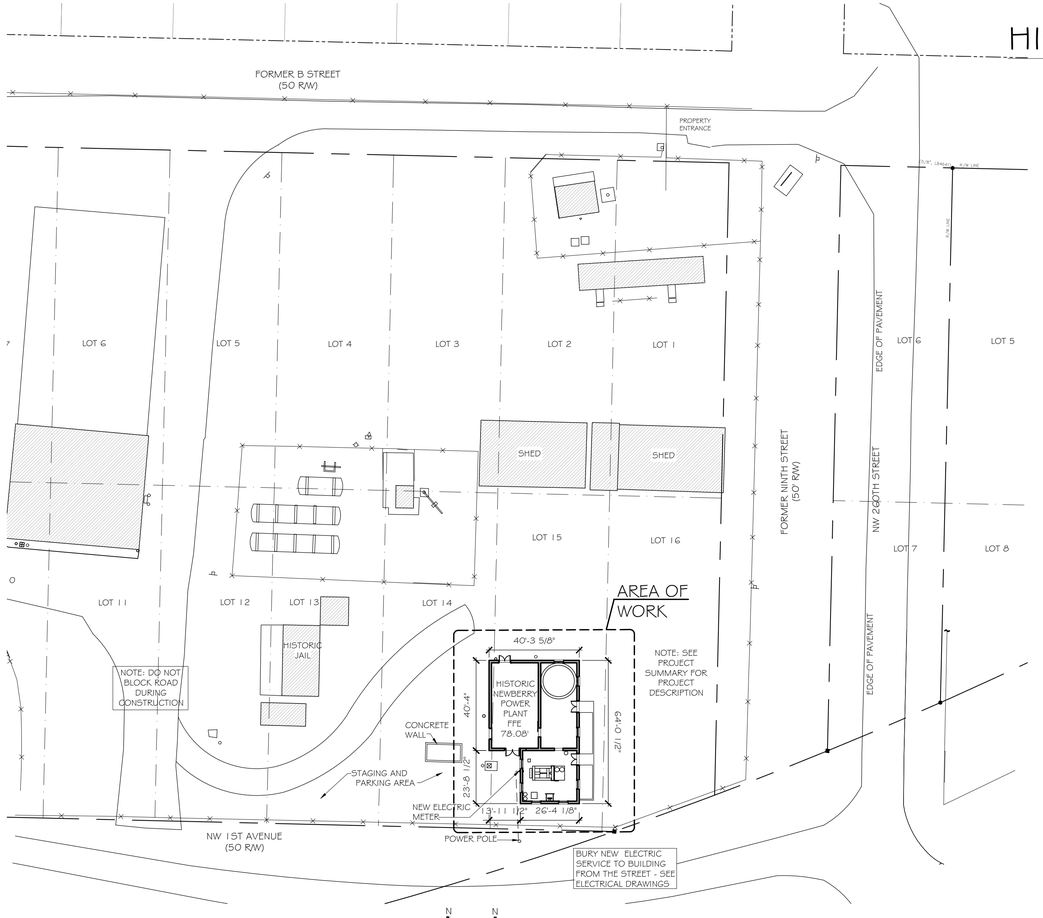
3.9. Training:

A. Provide up to four hours of training from a factory authorized-representative, up to two sessions.
B. Schedule training with Owner.
C. Provide DVD recording of all training sessions. Ensure that audio is clear and intelligible.

END OF SECTION

RESTORATION OF HISTORIC NEWBERRY POWER PLANT

FOR THE CITY OF NEWBERRY
120 NW 260TH STREET
NEWBERRY, FL 32669



N N

SITE PLAN

SCALE: 1/32" = 1'-0"

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S-2.1 WALL ISOMETRIC AND REPAIR ELEVATION

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GENERAL INFORMATION:

SITE	HISTORIC NEWBERRY POWER PLANT
BUILDING OWNER:	CITY OF NEWBERRY 25439 W. NEWBERRY ROAD NEWBERRY, FLORIDA 32669
ARCHITECT:	LOCI ARCHITECTS, LLC 1450 FLAGLER AVENUE, SUITE 15 JACKSONVILLE, FL 32207 PHONE: 904-803-8301
STRUCTURAL ENGINEER:	GSE ENGINEERING & CONSULTING, INC. 5590 SW 64TH STREET, SUITE B GAINESVILLE, FL 32608 PHONE: 352-377-3233
MEP ENGINEER:	MITCHELL GULLEDGE ENGINEERING, INC. 204 SW 4TH AVENUE GAINESVILLE, FL 32601 PHONE: 352-745-3991
BUILDING ADDRESS:	HISTORIC NEWBERRY POWER PLANT 120 NW 260TH STREET NEWBERRY, FL 32669
YEAR BUILT:	C. 1913
PROPERTY USE:	MUNICIPAL
PARCEL ID:	02035-000-000

LEGAL DESCRIPTION: CHAPMAN & SMITH ADDN PB A-122 LOTS 15, 16, 17, 18, 19, 20, 21 ALSO J D HODGES ADDN PB-A-87 LOTS 1 THRU 16 BK 5 OR 1718/2801 & OR 1760/1200.

PROJECT SUMMARY:

THE PROJECT IS THE PHASE1 REHABILITATION OF THE 1913 NEWBERRY HISTORIC POWER PLANT BUILDING. THE POWER PLANT IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES. THE CONTRACTOR SHALL APPLY ALL MEASURES NECESSARY TO SUSTAIN THE INTEGRITY AND MATERIALS OF THIS HISTORIC PROPERTY. THE CONSTRUCTION TECHNIQUES AND PROFILES SHALL BE PRESERVED. IF REPLACEMENT IS NECESSARY, CONTRACTOR SHALL RECONSTRUCT TO MATCH THE EXISTING IN BOTH DESIGN AND MATERIAL. THE OBJECTIVE OF THE PROJECT IS TO RETAIN THE PROPERTY'S FORM, FEATURES AND MATERIALS.

PHASE 1 WORK INCLUDES THE FOLLOWING:

- REMOVAL AND DISPOSAL OF TEMPORARY ALUMINUM SCREENS OVER WINDOWS;
- RESTORE, REGLAZE AND PAINT EIGHT (8) HISTORIC WOOD DOUBLE-HUNG WINDOWS AND TWO (2) TRANSOM WINDOWS TO GOOD, SOUND, OPERABLE CONDITION. PROVIDE NEW SCREENS IN WOOD FRAMES TO FIT WINDOWS. SEE WINDOW SPECIFICATION 081520;
- RESTORE (2) TWO SETS OF SECURITY BARS AT WINDOWS E AND F. SAND TO REMOVE LOOSE PAINT AND RUST AND PAINT. SEE METAL RESTORATION SPECIFICATION 050370;
- REPLICATE THREE (3) EXISTING PAIRS OF SWINGING WOOD DOORS AND ONE (1) SLIDING DOOR. SEE DOOR RESTORATION SPECIFICATION 081499;
- MASONRY BRICK REPAIRS, REPOINTING AND CLEANING OF EXTERIOR BRICK SURFACES IN AREA OF BRICK REPAIRS;
- BURYING ELECTRICAL FROM POWER POLE TO BUILDING AND ELECTRICAL PANEL UPGRADE;
- PAINT DOOR AND WINDOW WOOD TRIM.

THIS PROJECT IS SPONSORED IN PART BY THE DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES AND THE STATE OF FLORIDA. ALL WORK SHALL COMPLY WITH THE SECRETARY OF INTERIOR'S STANDARDS AND GUIDELINES: https://www.nps.gov/subjects/historicpreservation/standards.htm

CONSTRUCTION DOCUMENTS INCLUDE ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS.

PROJECT BID ALTERNATES:

BID ALTERNATES TO BE ACCEPTED AS PROJECT FUNDING PERMITS. BID ALTERNATES ARE IN ADDITION TO BASE BID SCOPE OF WORK. BID ALTERNATES MAY BE ACCEPTED IN RANDOM ORDER.

ALTERNATE 1 - REMOVE EXISTING SLIDING PANEL DOOR AT DOOR #5 AND HARDWARE FROM SOUTH ELEVATION AND INSTALL SWINGING DOUBLE DOORS IN NEW JAMB TO MATCH ORIGINAL HISTORIC DOORS. SEE SHEET A-1 FOR DETAILS AND SHEET A-2 FOR DOOR SCHEDULE.

ALTERNATE 2 - INSTALL NEW INTERIOR AND EXTERIOR LIGHTING. SEE SHEET E-1 AND ELECTRICAL DRAWINGS.

ALTERNATE 3 - REPOINT AND CLEAN ALL EXTERIOR BRICK SURFACES. SEE BRICK MASONRY REPOINTING 042100 AND MASONRY CLEANING SPECIFICATIONS 04500.

ALTERNATE 4 - REPOINT AND CLEAN INTERIOR BRICK SURFACES. SEE BRICK MASONRY REPOINTING 042100 AND MASONRY CLEANING 04500 SPECIFICATIONS.

CODE SUMMARY:

APPLICABLE CODES:	2023 FLORIDA BUILDING CODE EXISTING BUILDINGS 8TH EDITION) CHAPTER 12 HISTORIC BUILDINGS) 2023 FLORIDA FIRE PREVENTION CODE (8TH EDITION)
OCCUPANCY TYPE:	INDUSTRIAL
BUILDING TYPE:	TYPE IIIB

ABBREVIATIONS:

A/C - AIR CONDITIONING
ADA - AMERICANS WITH DISABILITIES ACT
ADJ. - ADJACENT
A.F.F. - ABOVE FINISH FLOOR
ACCU - AIR CONDITIONER CONDENSING UNIT
AHU - AIR HANDLING UNIT
BD. - BOARD
BLDG - BUILDING
CAB. - CABINET
C.L. - CENTER LINE
CLG - CEILING
C.J. - CONTROL JOINT
CMU - CONCRETE MASONRY UNIT
COL - COLUMN
CONC. - CONCRETE
CONT. - CONTINUOUS
DIA. - DIAMETER
DN - DOWN
DW - DISHWASHER
ELEV. - ELEVATION
E.J. - EXPANSION JOINT
EQ. - EQUAL
EXIST. - EXISTING
EWC - ELECTRIC WATER COOLER
FE - FIRE EXTINGUISHER
FFE - FINISH FLOOR ELEVATION
FIN. - FINISH
FL. / FLR. - FLOOR
GWB / GYP. BD. - GYPSUM WALLBOARD
HB - HOSE BIB
HVAC - HEATING, VENTILATION & AIR CONDITIONING
INSUL - INSULATION
MIN. - MINIMUM
NTS - NOT TO SCALE
O.C. - ON CENTER
O.D. - OUTSIDE DIMENSION
R - RADIUS
REF. - REFRIGERATOR
REQ'D. - REQUIRED
RM. - ROOM
SPECS - SPECIFICATIONS
SS - STAINLESS STEEL
STRUCT. DWGS. - STRUCTURAL DRAWINGS
SQ. FT. - SQUARE FOOT
TV - TELEVISION
TYP. - TYPICAL
UNO - UNLESS NOTED OTHERWISE
V.I.F. - VERIFY IN FIELD
W - WITH
WH - WATER HEATER
WRB - WEATHER-RESISTANT BARRIER

GENERAL NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT AND COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SECURE PERMITS, INSURANCE, INSPECTION CERTIFICATES AND GUARANTEES; FURNISH MATERIALS, LABOR, SUPERVISION, TOOLS, MACHINERY, EQUIPMENT, TRANSPORTATION AND INCIDENTALS NECESSARY FOR THE CONSTRUCTION OF THE WORK.

2. IF THE DRAWINGS AND SPECIFICATIONS ARE IN CONFLICT, THE MORE STRINGENT RESTRICTIONS AND REQUIREMENTS SHALL GOVERN. ANY QUESTIONS SHALL BE IMMEDIATELY DIRECTED TO THE ARCHITECT FOR CLARIFICATION.

3. CODES USED: 2023 FLORIDA EXISTING BUILDING CODE - BUILDING. LATEST EDITION USED.
2023 FLORIDA FIRE PREVENTION CODE, EIGHTH EDITION

4. ALL CONTRACTORS ARE REQUIRED TO COORDINATE THEIR RESPECTIVE WORK WITH ALL THEIR DISCIPLINES TO AVOID ANY CONFLICTS DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE ARCHITECTURAL DRAWINGS WITH THE FIELD CONDITIONS AND ALL OTHER CONSTRUCTION DOCUMENTS.

5. ALL CONTRACTORS ARE REQUIRED TO VERIFY EXISTING CONDITIONS AND FIELD DIMENSIONS PRIOR TO ANY FABRICATION OR CONSTRUCTION. IF EXISTING CONDITIONS ARE DIFFERENT THAN SHOWN, NOTIFY ARCHITECT IMMEDIATELY FOR MODIFICATIONS TO DRAWINGS.

6. THE CONTRACT DOCUMENTS REPRESENT THE FINISHED ARCHITECTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING THE CONSTRUCTION. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONTRACTORS MEANS, METHODS, TECHNIQUES, SEQUENCES, OR SAFETY PROCEDURES DURING CONSTRUCTION.

7. GENERAL CONTRACTOR MUST REVIEW AND APPROVE ALL SHOP DRAWINGS AND SUBMITTALS PRIOR TO SUBMITTING TO ARCHITECT FOR THEIR REVIEW.

8. CLAIMS FOR ADDITIONAL COSTS OR TIME: ALL QUOTATIONS OR CLAIMS FOR CHANGES IN WORK SHALL BE SUBSTANTIATED BY COMPLETE ITEMIZED STATEMENTS SHOWING QUANTITIES AND UNIT PRICES FOR MATERIAL, LABOR, AND MATERIALS AND SHALL BE ACTUAL COSTS TO THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT RECEIPTS OR OTHER EVIDENCE AS THE ARCHITECT MAY DIRECT, SHOWING HIS ACTUAL COSTS AND HIS RIGHT TO THE PAYMENT CLAIMED.

9. INTENT: THE DRAWINGS AND SPECIFICATIONS TO THE DRAWINGS INDICATE ARRANGEMENTS AND RESULTS TO BE ACCOMPLISHED AND MAY BE DIAGRAMMATIC. THE CONTRACTOR SHALL FURNISH ALL ACCESSORIES AND FITTINGS OR ANYTHING REASONABLY IMPLIED FOR A COMPLETE JOB.

10. IN ALL CASES, THE WORK OF THIS PROJECT SHALL BE COMPLETED ACCORDING TO LOCAL GOVERNING CODES AND IN KEEPING WITH THE BEST PRACTICES OF THE APPLICABLE TRADES. SUBSTANDARD WORK SHALL BE REJECTED.

11. THE WORKSITE AND BUILDING SHALL BE KEPT CLEAR OR DEBRIS AT ALL TIMES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A CLEAN JOBSITE. THE PROJECT SHALL BE CLEANED AT THE END OF THE DAY TO REMOVE EXCESS MATERIALS AND DEBRIS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEANING OF ALL SURFACES PRIOR TO THE FINAL OCCUPANCY.

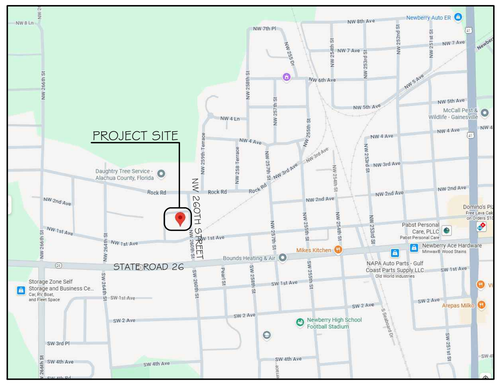
12. DIMENSIONS ARE TAKEN FROM FACE OF BRICK; UNLESS OTHERWISE NOTED. DO NOT SCALE DRAWINGS.

13. ALL WOOD MEMBERS IN CONTACT WITH BRICK OR CONCRETE SHALL BE TREATED WITH AN APPROPRIATE PRESERVATIVE SUITABLE FOR THE EXPOSURE CONDITIONS.

14. CONTRACTOR SHALL CARRY WORKMEN'S COMPENSATION INSURANCE, GENERAL LIABILITY, AND AUTOMOBILE INSURANCE. LIMITS OF COVERAGE SHALL BE IN THE AMOUNTS REQUIRED BY THE CITY OF NEWBERRY.

15. EXTREME CARE TO BE TAKEN WHEN WORKING WITH MASONRY SURFACES. DO NOT DISTURB, CUT, DRILL, SCRAP OR DAMAGE EXISTING SURFACES.

16. AREAS TO BE PAINTED SHALL BE PRIMED AND HAVE TWO FINISH COATS - SAND BETWEEN COATS. DO NOT PAINT BRICK AND PRECAST SURFACES.



N

LOCATION MAP

N.T.S.

LOCI ARCHITECTS, LLC
1936 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207
904.660.2194

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RESTORATION OF THE HISTORIC NEWBERRY POWER PLANT
120 NW 260TH STREET
NEWBERRY, FL 32669

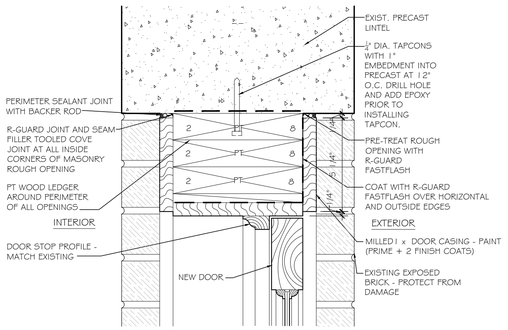
ISSUE		
no.	date	description
1	10.12.25	AS BUILT
2	11.3.25	SD
3	12.29.25	DD
4	3.6.26	CD
5	3.27.26	BID SET
6	7.29.26	PERMIT SET

PROJECT NUMBER 2505

SHEET TITLE
COVER SHEET, SITE PLAN AND PROJECT SUMMARY

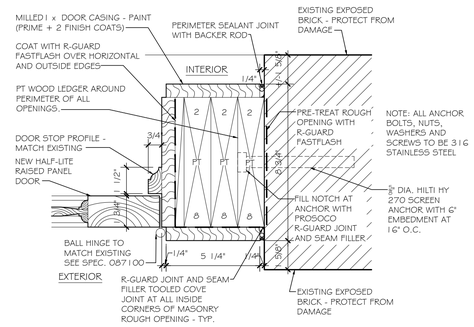
SHEET NUMBER
A-0

PERMIT SET



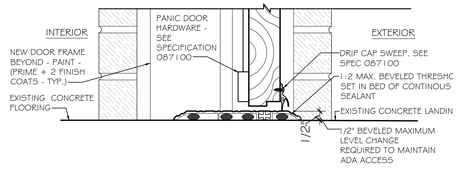
1 / A-1 BID ALTERNATE 1 : DOOR HEAD DETAIL

SCALE: 3" = 1'-0"



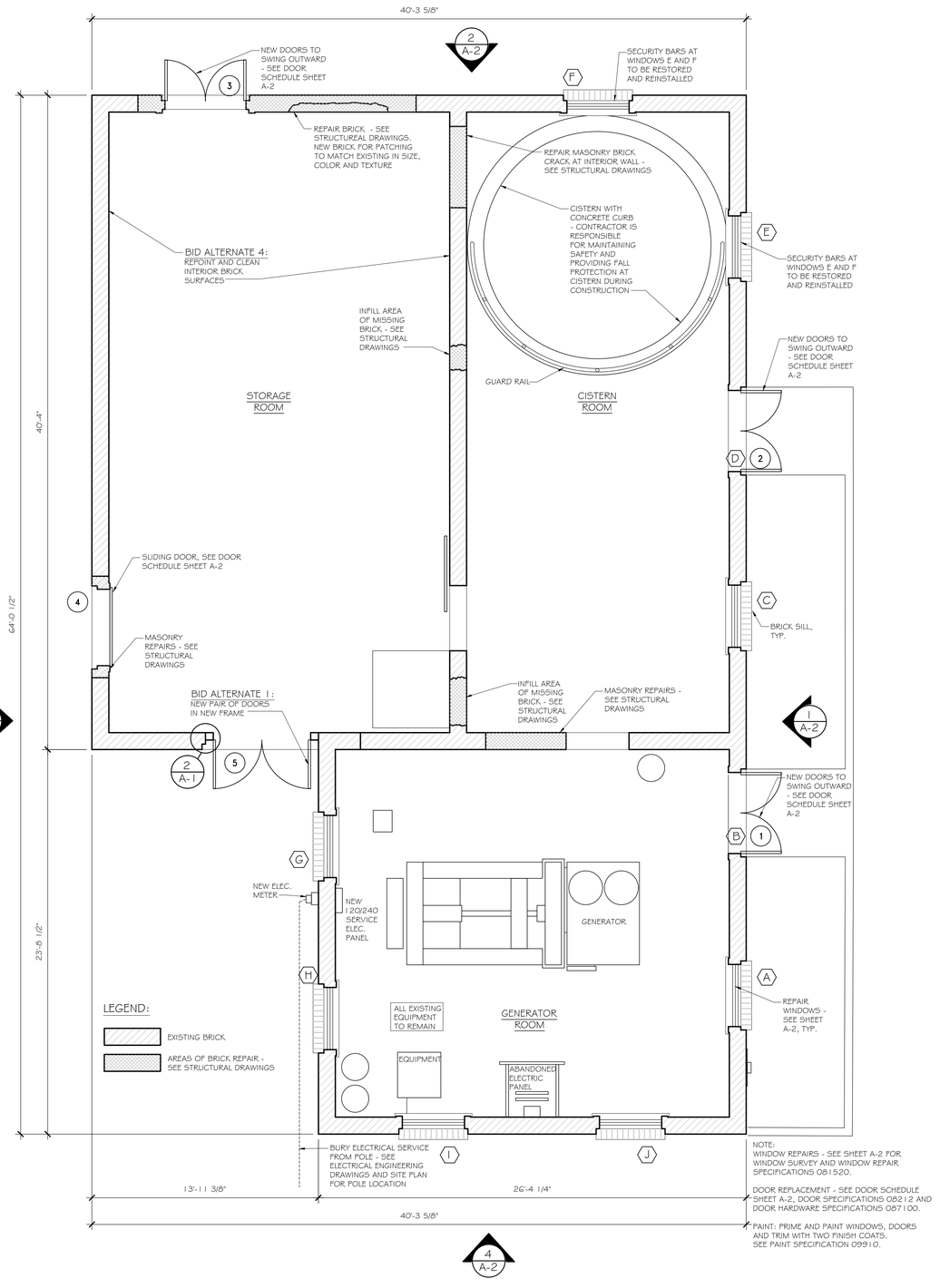
2 / A-1 BID ALTERNATE 1 : DOOR JAMB DETAIL

SCALE: 3" = 1'-0"



3 / A-1 BID ALTERNATE 1 : DOOR THRESHOLD DETAIL

SCALE: 3" = 1'-0"



N

FLOOR PLAN

SCALE: 1/4" = 1'-0"

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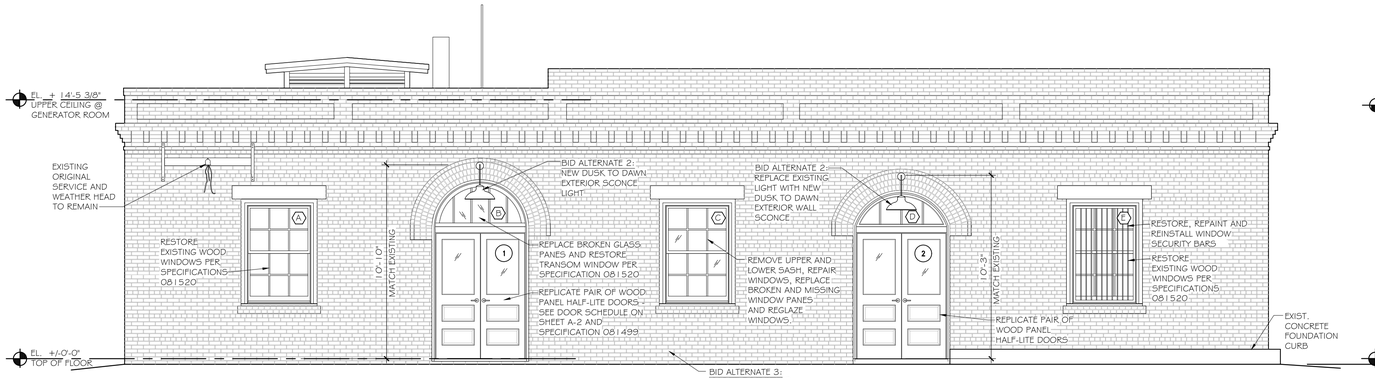
SHEET TITLE

FLOOR PLAN AND DETAILS

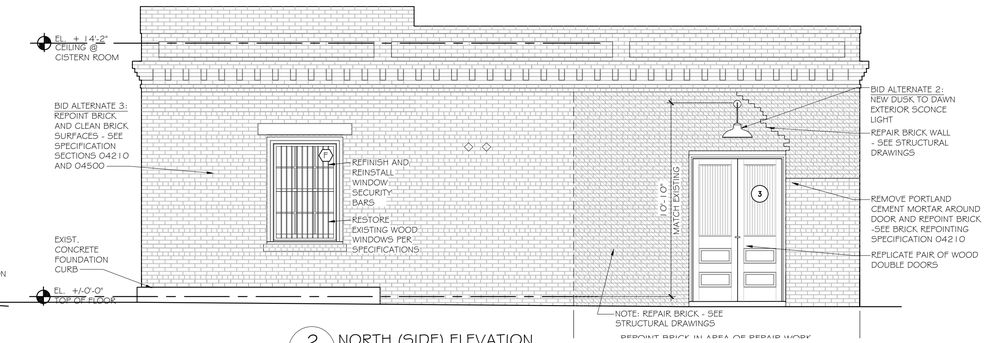
SHEET NUMBER

A-1

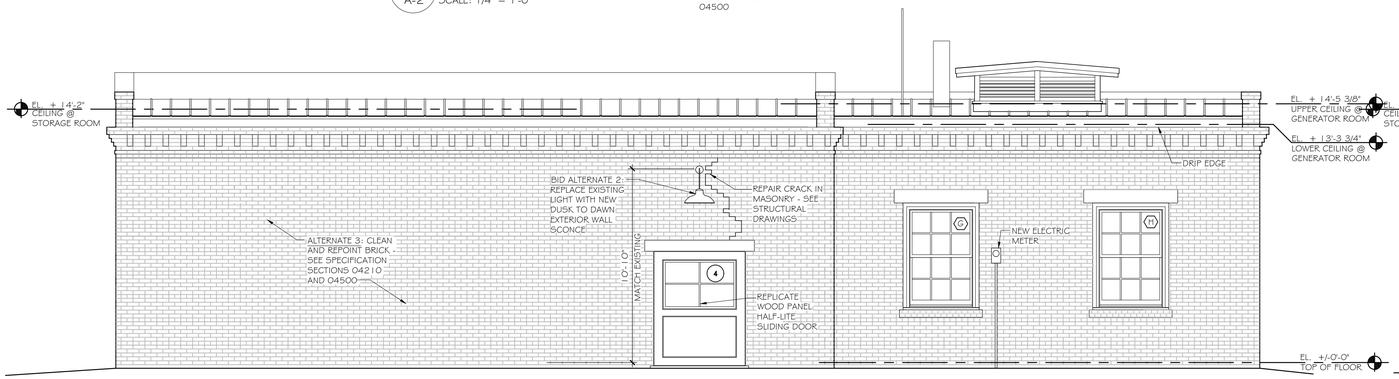
PERMIT SET



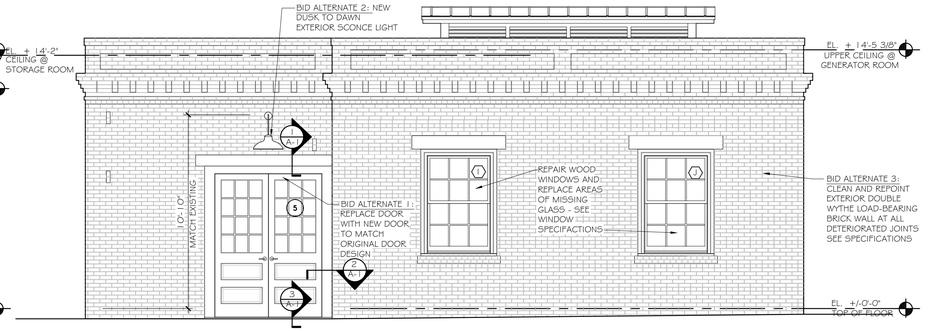
1 / A-2 EAST (FRONT) ELEVATION
SCALE: 1/4" = 1'-0"



2 / A-2 NORTH (SIDE) ELEVATION
SCALE: 1/4" = 1'-0"

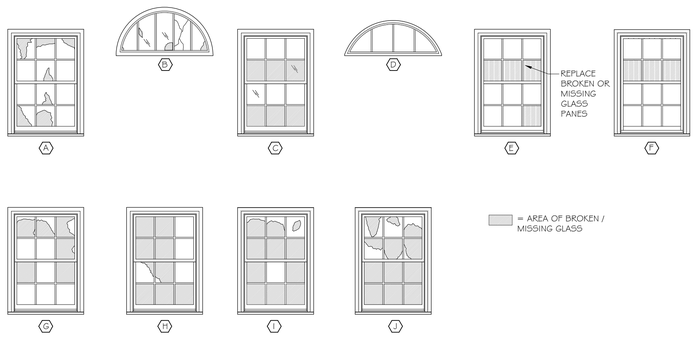


2 / A-2 WEST (REAR) ELEVATION
SCALE: 1/4" = 1'-0"

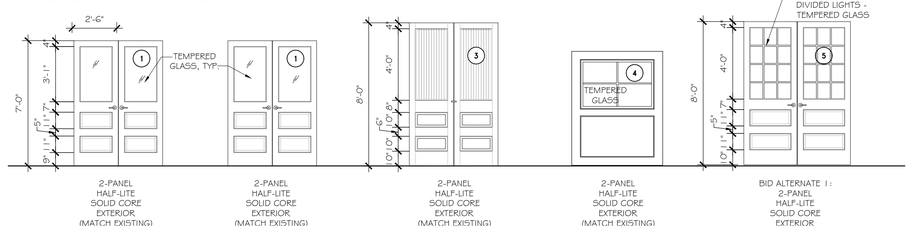


4 / A-1 SOUTH (SIDE) ELEVATION
SCALE: 1/4" = 1'-0"

WINDOW TYPES:



DOOR TYPES:



WINDOW SURVEY

MARK	ELEVATION	TYPE	SASH	GLAZING	MUNTINS	FRAME	SILL	EXTERIOR BRICKMOLD	INTERIOR TRIM
A	SOUTH	DOUBLE-HUNG	UPPER SASH IS LOOSE IN FRAME; MEETING RAIL AND BOTTOM RAIL IS DECAYED	7 MISSING / CRACKED PANES; GLAZING PUTTY IS FAILING	BOTTOM SASH MUNTINS ARE DECAYED		DECAYED	WEATHERED& DECAYED	APRON MISSING
B	SOUTH	ARCHED TRANSOM	BOTTOM RAIL IS DECAYED	3 MISSING / CRACKED PANES; GLAZING PUTTY IS FAILING	BOTTOM SASH MUNTINS ARE DECAYED		DECAYED	WEATHERED& DECAYED	
C	SOUTH	DOUBLE-HUNG	BOTTOM RAIL MISSING; MEETING RAIL IS DECAYED / PARTIALLY MISSING; UPPER SASH LOOSE	6 MISSING / CRACKED PANES; GLAZING PUTTY IS FAILING				WEATHERED& DECAYED	
D	SOUTH	ARCHED TRANSOM						WEATHERED& DECAYED	
E	SOUTH	DOUBLE-HUNG	MUNTINS DECAYED AND MEETING RAIL HAS FAILED; BOTTOM SASH IS SPLIT	4 MISSING / CRACKED PANES; GLAZING PUTTY FAILING				WEATHERED& DECAYED	STOOL MISSING
F	EAST	DOUBLE-HUNG	UPPER SASH IS LOOSE IN FRAME; MEETING RAIL HAS FAILED; BOTTOM STILE & RAIL ARE DECAYED	3 MISSING / CRACKED PANES; GLAZING PUTTY FAILING				WEATHERED& DECAYED	SILL AND APRON ARE DECAYED; TRIM MISSING
G	NORTH	DOUBLE-HUNG	MUNTINS, RAIL, STILES AND MEETING RAIL ARE DECAYED AND SPILT.	1 MISSING / CRACKED PANES; GLAZING PUTTY FAILING			DECAYED	WEATHERED& DECAYED	
H	NORTH	DOUBLE-HUNG	BOTTOM RAIL MISSING; MEETING RAIL IS DECAYED / PARTIALLY MISSING; UPPER SASH LOOSE	10 MISSING / BROKEN PANES; GLAZING PUTTY FAILING		EXTERIOR FRAME DECAYED	DECAYED	WEATHERED& DECAYED	
I	WEST	DOUBLE-HUNG	MEETING RAIL IS DECAYED	11 MISSING / BROKEN PANES; GLAZING PUTTY FAILING	BOTTOM SASH MUNTINS ARE DECAYED		DECAYED	WEATHERED& DECAYED	HEAD TRIM IS SPLIT
J	WEST	DOUBLE-HUNG	MUNTINS DECAYED AND MISSING IN AREAS	12 MISSING / BROKEN PANES; GLAZING PUTTY FAILING	MISSING BOTTOM MUNTIN; MUNTINS ARE DECAYED			WEATHERED& DECAYED	

NOTES:
1. CONTRACTOR TO RESTORE WINDOWS TO GOOD, SOUND, OPERABLE CONDITION PER WINDOW SPECIFICATION SECTION 081520. CONTRACTOR TO FIELD VERIFY WINDOW CONDITION PRIOR TO START OF WINDOW REPAIR.
2. WINDOW HARDWARE TO BE REUSED. REPAIR AND CLEAN HARDWARE AND REPLACE ANY MISSING OR DAMAGED HARDWARE TO MATCH EXISTING.
3. MISSING WINDOW PARTS TO BE REPLICATED TO MATCH EXISTING UNITS.
4. FABRICATE AND INSTALL NEW WOOD FRAMED SCREENS AND HARDWARE TO FIT WINDOWS. PRIME AND PAINT WOOD FRAMES WITH TWO FINISH COATS.

DOOR SCHEDULE

MARK	ROOM		SIZE			TYPE	HARDWARE	REMARKS
	FROM	TO	OPENING WIDTH	HEIGHT	THICKNESS			
BASE BID:								
1	GENERATOR ROOM	EXTERIOR	5'-0"	7'-0"	1 3/4"	HALF-LITE	PANIC HARDWARE, ADA CLASSROOM SET	NOTE 1-6
2	CISTERN ROOM	EXTERIOR	5'-0"	7'-0"	1 3/4"	HALF-LITE	PANIC HARDWARE, ADA CLASSROOM SET	NOTE 1-6
3	STORAGE ROOM	EXTERIOR	5'-0"	8'-0"	1 3/4"	SOLID, 2-PANEL	PANIC HARDWARE, ADA CLASSROOM SET	NOTE 1-5
4	STORAGE ROOM	EXTERIOR	4'-8 1/2"	6'-6 1/2"	1 3/4"	HALF-LITE	EXISTING HARDWARE TO BE REUSED	NOTE 1-6
BID ALTERNATE #1								
5	STORAGE ROOM	EXTERIOR	6'-0"	8'-0"	1 3/4"	SOLID, 2-PANEL	PANIC HARDWARE, ADA CLASSROOM SET	NOTE 1-6. VERIFY MASONRY OPENING PRIOR TO FABRICATING DOORS

NOTE:
1. EXISTING DOORS TO BE REPLICATED AND PAINTED TO MATCH EXISTING UNITS. CONTRACTOR TO WORK WITH ARCHITECT TO DETERMINE IF ANY PARTS OF EXISTING DOORS ARE SALVAGEABLE. EXISTING DOORS TO REMAIN ON SITE FOR DURATION OF PROJECT FOR REFERENCE. SEE DOOR SPECIFICATION SECTION 081499.
2. DOORS AND FRAME TO BE CONSTRUCTED OF SAPELE OR EQUAL WOOD.
3. GLASS IN DOORS TO BE TEMPERED PER FLORIDA BUILDING CODE REQUIREMENTS.
4. ALL EXTERIOR DOORS TO SWING OUTWARD. INSTALL NEW ADA DOOR HARDWARE AND PANIC DOOR HARDWARE AT ALL SWINGING DOORS. SEE DOOR HARDWARE SPECIFICATIONS 087100. EXISTING HARDWARE TO BE RESTORED ON DOOR NUMBER 4.
5. DOOR FRAME [illegible] PELE WOOD OR EQUAL TO MATCH EXISTING.
6. GLASS IN DO[illegible] TEMPERED GLASS.

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6	7.29.26	PERMIT SET

PROJECT NUMBER 2505

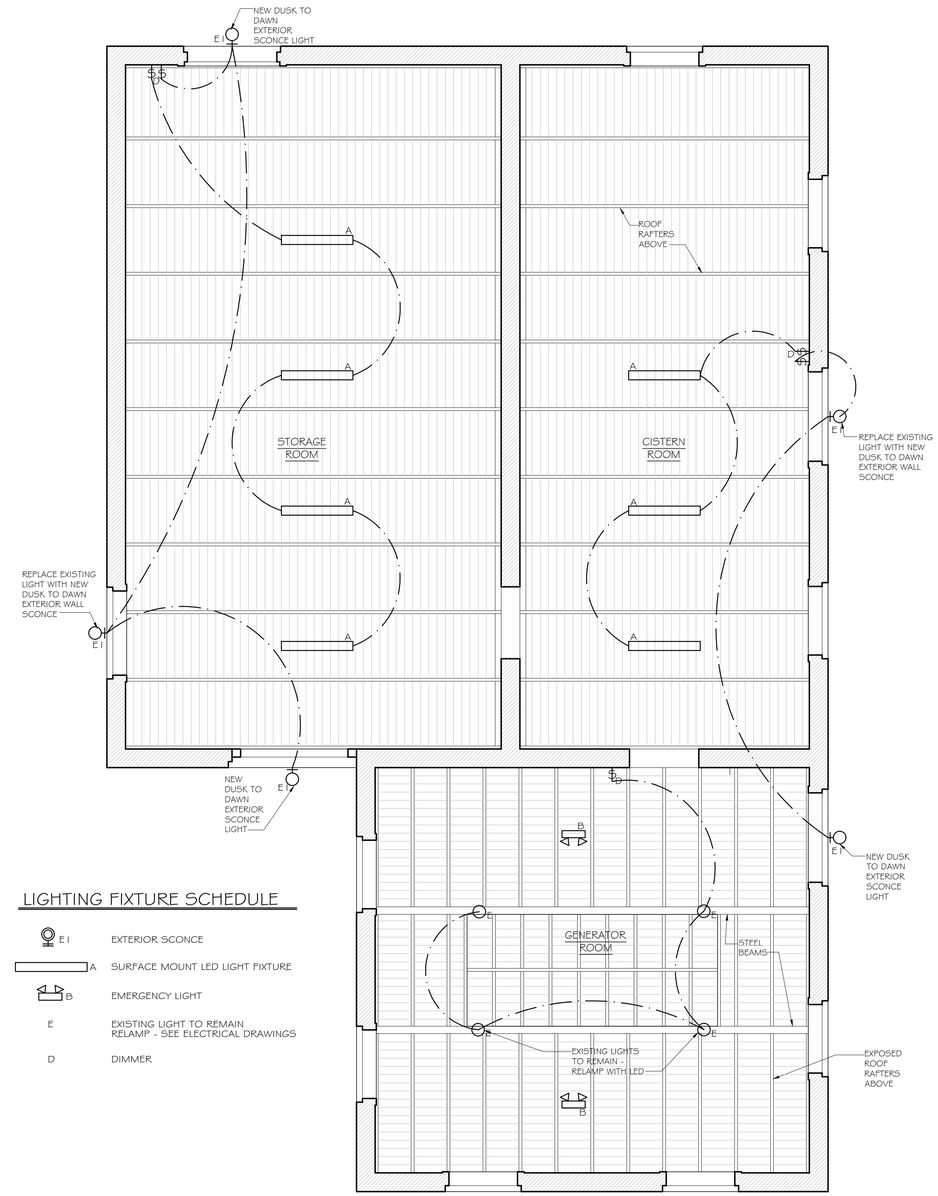
SHEET TITLE
ELEVATIONS, WINDOW SURVEY AND DOOR SCHEDULE

SHEET NUMBER
A-2

PERMIT SET

LIGHTING SCHEDULE

MARK	TYPE	MANUFACTURER	MODEL NUMBER	TYPE	FINISH	SHADE	LOCATION	MOUNTING
BID ALTERNATE #2								
E1	EXTERIOR WALL SCONCE	CONTECH LIGHTING (A LEVITON COMPANY)	VCDSWH1 6LDD I 635KLGN1 -B	LED VINTAGE RLM: WAREHOUSE SHADE 2100 LM / 3500K	EXTERIOR: B- JET BLACK INTERIOR: SKY WHITE	WH1 6 1 6 INCH WAREHOUSE SHADE	WET LOCATION - ENTRY DOORS	GOOSENECK - LGN1
A	INTERIOR PENDANT	H.E. WILLIAMS	75R-4-L30/840-HA-DIM-UNV AND EM/1 0WLP - SEE E-2	LED 2916 LM / 4000 K	-	-	STORAGE AND CISTERN ROOM	SURFACE MOUNT
B	EXTERIOR WALL SCONCE	BEGHELL ECCO LUNA	EL-SE-205LED-120/277V-AT	LED VINTAGE RLM: WAREHOUSE SHADE 2100 LM / 3500K	-	-	GENERATOR ROOM	SURFACE MOUNT



LIGHTING FIXTURE SCHEDULE

E1	EXTERIOR SCONCE
A	SURFACE MOUNT LED LIGHT FIXTURE
B	EMERGENCY LIGHT
E	EXISTING LIGHT TO REMAIN RELAMP - SEE ELECTRICAL DRAWINGS
D	DIMMER

BID ALTERNATE #2 LIGHTING PLAN

SCALE: 1/4" = 1'-0"

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RESTORATION OF THE HISTORIC NEWBERRY POWER PLANT

120 NW 260TH STREET
NEWBERRY, FL 32669

ISSUE		
no.	date	description
1	10.12.25	AS BUILT
2	11.3.25	SD
3	12.29.25	DD
4	3.6.26	CD
5	3.27.26	BID SET
6	7.29.26	PERMIT SET

PROJECT NUMBER 2505

SHEET TITLE

BID ALTERNATE #2: LIGHTING PLAN

SHEET NUMBER

E-1

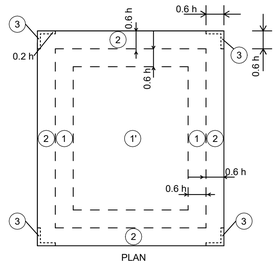
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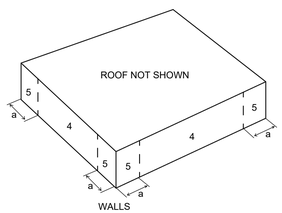
GENERAL NOTES

1. AS USED IN THESE GENERAL NOTES:
"DRAWINGS" MEANS THE LATEST STRUCTURAL DESIGN DRAWINGS, UNLESS OTHERWISE NOTED (UON).
"CONTRACT DOCUMENTS" IS DEFINED AS THE DESIGN DRAWINGS AND ALL GENERAL NOTES.
"EOR" IS DEFINED AS THE STRUCTURAL ENGINEER OF RECORD FOR THE STRUCTURE IN ITS FINAL CONDITION.
"DESIGN PROFESSIONALS" IS DEFINED AS THE OWNER'S ARCHITECT AND EOR.
"MEP" INCLUDES, BUT IS NOT LIMITED TO MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION.
"CONTRACTOR" IS DEFINED TO INCLUDE ANY OF THE FOLLOWING: GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS, CONSTRUCTION MANAGER AND THEIR SUBCONTRACTORS.
2. THESE NOTES APPLY TO THE ENTIRE PROJECT UON IN THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE STRUCTURAL WORK WITH THE ARCHITECTURAL, CIVIL, MEP CONTRACT DOCUMENTS, AS WELL AS ANY OTHER APPLICABLE TRADES.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL THE CONSTRUCTION OF THE STRUCTURE REACHES ITS FINAL CONDITION.
5. CONSTRUCTION MATERIALS SHALL NOT BE STACKED ON FLOORS OR ROOFS IN EXCESS OF THE DESIGN LIVE LOADS WHICH ARE INDICATED IN THE GENERAL NOTES. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE SUBCONTRACTORS ARE INFORMED AND DO NOT VIOLATE THIS IMPORTANT REQUIREMENT. IMPACT SHALL BE AVOIDED WHEN PLACING MATERIALS ON FLOORS OR ROOFS.
6. THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AND COORDINATE WITH THE STRUCTURAL DRAWINGS, ARCHITECTURAL DRAWINGS, DRAWINGS FROM OTHER CONSULTANTS, PROJECT SHOP DRAWINGS AND FIELD CONDITIONS.
7. IN CASES OF CONFLICT BETWEEN DRAWINGS AND OTHER DISCIPLINES OR EXISTING CONDITIONS, CONTRACTOR SHALL NOTIFY THE DESIGN PROFESSIONALS AND OBTAIN CLARIFICATION PRIOR TO BIDDING AND PROCEEDING WITH WORK.
8. APPLY DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS WHERE CONDITIONS ARE SIMILAR TO THOSE INDICATED BY DETAIL, DETAIL TITLE OR NOTE.
9. ONLY USE DIMENSIONS INDICATED ON THE DRAWINGS. DO NOT SCALE DRAWINGS.
10. ASSUME EQUAL SPACING BETWEEN ESTABLISHED DIMENSIONS, IF NOT INDICATED ON DRAWINGS.
11. CENTERLINES OF FRAMING MEMBERS COINCIDE WITH COLUMN CENTERLINES, UON.
12. THE CONTRACTOR SHALL VERIFY THAT CONSTRUCTION LOADS DO NOT EXCEED THE CAPACITY OF THE STRUCTURE AT THE TIME THE LOAD IS APPLIED.
13. THE CONTRACTOR SHALL VERIFY ALL OPENING SIZES AND LOCATIONS WITH OTHER DISCIPLINES. THE DRAWINGS DO NOT SHOW ALL OPENINGS REQUIRED. ADDITIONAL OPENINGS, BLOCKOUTS AND SLEEVES MAY BE REQUIRED BY OTHER DISCIPLINES AND SHALL BE CONSTRUCTED USING THE TYPICAL DETAILS AND/OR THE CRITERIA INDICATED ON THE DRAWINGS. OPENINGS REQUIRED BUT NOT SHOWN ON THE STRUCTURAL DRAWINGS MUST BE APPROVED BY THE STRUCTURAL ENGINEER.
14. DO NOT CUT OR MODIFY STRUCTURAL MEMBERS FOR PIPES, DUCTS, ETC, UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.
15. ELEVATIONS INDICATED ON STRUCTURAL DRAWINGS ARE BASED ON A PROJECT DATUM INDICATED ON THE ARCHITECTURAL DRAWINGS.

WIND PRESSURE DIAGRAM

1. DESIGN WIND PRESSURES TO BE USED IN THE DESIGN OF ALL COMPONENTS AND CLADDING ELEMENTS.
2. REFER TO WIND PRESSURE DIAGRAM FOR ZONE LOCATIONS AND EXTENTS.
3. POSITIVE PRESSURES ACT TOWARD COMPONENT SURFACES AND NEGATIVE PRESSURES ACT AWAY FROM COMPONENT SURFACES.
4. VALUES FOR OVERHANGS ("OH") INCLUDE PRESSURE CONTRIBUTIONS FROM BOTH UPPER AND LOWER SURFACES.
5. LINEAR INTERPOLATION BETWEEN EFFECTIVE WIND AREAS MAY BE USED TO OBTAIN THE REQUIRED COMPONENT AND CLADDING DESIGN WIND PRESSURE.
6. WIND PRESSURES IN TABLE ARE UNFACTORED, MULTIPLY BY A LOAD FACTOR OF 0.6 FOR ALLOWABLE STRESS DESIGN (ASD). MULTIPLY BY A LOAD FACTOR OF 1.0 FOR LOAD AND RESISTANCE FACTOR DESIGN (LRFD).





COMPONENTS & CLADDING WIND PRESSURES ON ROOF & WALLS (PSF)									
Zone	**1', 1, 2, 3**	**1'**	**1**	**2**	**3**	**4**		**5**	
Trib. Area	**+**	**-**	**-**	**-**	**-**	**+**	**-**	**+**	**-**
10	16	-31.16	-54.25	-71.56	-97.53	31.16	-33.76	31.16	-41.55
20	16	-31.16	-50.67	-66.96	-88.33	29.78	-32.38	29.78	-38.79
50	16	-31.16	-45.94	-60.88	-76.16	27.96	-30.56	27.96	-35.14
100	16	-31.16	-42.36	-56.28	-66.96	26.58	-29.18	26.58	-32.38
200	16	-26.82	-38.78	-51.67	-57.76	25.2	-27.79	25.2	-29.62
500	16	-21.08	-34.05	-45.59	-45.59	23.37	-25.97	23.37	-25.97
1000	16	-16.74	-34.05	-45.59	-45.59	23.37	-25.97	23.37	-25.97

PERFORMANCE ITEMS

1. THE ENGINEER DOES NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
2. VISITS TO THE JOB SITE BY THE ENGINEER TO OBSERVE THE CONSTRUCTION DO NOT IN ANY WAY MEAN THAT ENGINEER IS GUARANTOR OF CONSTRUCTOR'S WORK, NOR RESPONSIBLE FOR THE COMPREHENSIVE OR SPECIAL INSPECTIONS, COORDINATION, SUPERVISION, OR SAFETY AT THE JOB SITE.
3. IF EXISTING FIELD CONDITIONS OR MATERIALS ARE OBSERVED TO BE STRUCTURALLY DEFICIENT, OR IF STRUCTURAL DETERIORATION IS IDENTIFIED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.

CODES AND DESIGN CRITERIA

1. PERFORM ALL CONSTRUCTION IN CONFORMANCE WITH THE BUILDING AND DESIGN CODES REFERENCED WITHIN THESE DOCUMENTS. THE PROJECT DOCUMENTS REFER TO THE FOLLOWING CODES AND STANDARDS, UON:

   GENERAL:
   AMERICAN SOCIETY OF CIVIL ENGINEERS, ASCE 7-22: "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES"

   2023 FLORIDA BUILDING CODE

   STRUCTURAL CONCRETE:
   "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
   THE AMERICAN CONCRETE INSTITUTE (ACI 318-19 AND ACI 350-06)

2. LIVE LOADS:

TYPICAL ROOF	20 PSF
SLAB ON GRADE	100 PSF

3. DEAD LOADS:

ROOF	15 PSF

4. WIND LOAD DESIGN DATA:

   WIND LOADS SHALL BE IN ACCORDANCE WITH FLORIDA BUILDING CODE-2023.
   MAIN WIND FORCE RESISTING SYSTEM
   WIND DESIGN DATA:

a.	ULTIMATE DESIGN WIND SPEED, 3 SECOND GUSTS, Vult.	124 MPH
b.	HURRICANE PRONE REGION	YES
c.	WINDBORNE DEBRIS REGION	NO
d.	BUILDING RISK CATEGORY	II
e.	WIND EXPOSURE CATEGORY	C
f.	WIND TOPOGRAPHIC FACTOR (Kzt)	1.0
g.	GROUND ELEVATION (Ke)	1.0
h.	ENCLOSURE CATEGORY	ENCLOSED
i.	INTERNAL PRESSURE COEFFICIENT	+/- 0.18
j.	MEAN ROOF HEIGHT	16.0 FEET
k.	WIND DIRECTIONALITY FACTOR, (Kd)	0.85
l.	VELOCITY PRESSURE COEFFICIENT (Kh)	0.86
m.	ULTIMATE VELOCITY PRESSURE (qh|ult|)	34.0 PSF
n.	COMPONENT & CLADDING WIND PRESSURES:	SEE TABLE THIS SHEET
o.	DIMENSION "a"	4.0 FEET

5. IN CASES WHERE THE CONTRACTOR DETERMINES THAT SUSPENDED OR FLOOR MOUNTED MEP EQUIPMENT LOADS EXIST WHICH EXCEED DESIGN LOADS INDICATED ON CONTRACT DOCUMENTS, CONTRACTOR SHALL SUBMIT LOAD DATA TO DESIGN PROFESSIONALS FOR REVIEW PRIOR TO PROCEEDING WITH WORK.
6. DISTRIBUTE THE MAXIMUM LOAD HUNG FROM ANY STRUCTURAL MEMBER FOR MEP DUCTWORK, PIPING, ETC. OVER THE MEMBERS TRIBUTARY AREA IN A WAY THAT THE DESIGN SUPERIMPOSED DEAD LOADS LISTED IN CONTRACT DOCUMENTS ARE NOT EXCEEDED. THE CONTRACTOR SHALL COORDINATE THE LOADS OF ALL TRADES AND PROVIDE ADDITIONAL SUPPORT OR DISTRIBUTION FRAMING AS REQUIRED TO ACHIEVE THE ALLOWABLE LOAD DISTRIBUTION.
7. STRUCTURAL COMPONENTS ARE NOT DESIGNED FOR VIBRATING EQUIPMENT. MOUNT VIBRATING EQUIPMENT ON VIBRATION ISOLATORS.
8. CONNECTIONS OF SYSTEMS DESIGNED BY CONTRACTOR'S ENGINEER SUCH AS, BUT NOT LIMITED TO, CLADDING, STAIRS, ELEVATORS, AND MEP LOADS ARE ASSUMED TO IMPOSE VERTICAL AND/OR HORIZONTAL LOADS ON THE BASE BUILDING STRUCTURAL MEMBERS WITHOUT GENERATING TORSION IN THE SUPPORTING STRUCTURAL MEMBERS. CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLING ALL SUPPLEMENTARY BRACING MEMBERS AS REQUIRED TO PREVENT TORSION ON THE BASE BUILDING STRUCTURE.

CONCRETE REINFORCEMENT

1. ALL CONCRETE SHALL INCLUDE REINFORCEMENT. IF REINFORCEMENT IS NOT SPECIFICALLY INDICATED ON THE DRAWINGS, VERIFY WITH THE STRUCTURAL ENGINEER.
2. REINFORCEMENT SHALL CONFORM TO THE FOLLOWING STANDARDS AND MATERIAL PROPERTIES:

DEFORMED BARS:	ASTM A615, GRADE 60
WELDED WIRE REINFORCEMENT:	ASTM A185

3. DETAIL REINFORCEMENT BASED ON THE PROJECT REQUIREMENTS, ACI-318 AND ACI-315, UON.
4. WHERE A 90-DEG, 135–DEG OR 180-DEG HOOK IS GRAPHICALLY INDICATED, PROVIDE CORRESPONDING ACI STANDARD HOOKS UON.
5. EQUIPMENT SUPPORTS, ANCHORAGES, OPENINGS, RECESSES AND REVEALS NOT SHOWN ON THE STRUCTURAL DRAWINGS BUT REQUIRED BY OTHER CONTRACT DOCUMENTS, SHALL BE PROVIDED FOR REVIEW PRIOR TO PLACING CONCRETE.
6. WHERE DRILLED EPOXY DOWELS ARE PLACED INTO HARDENED CONCRETE, ADJUST THE DOWEL LOCATIONS AS NEEDED TO AVOID DRILLING THROUGH ANY REINFORCING BARS. IF THE DOWEL LOCATION NEEDS TO BE MODIFIED, CONTACT THE ENGINEER PRIOR TO DRILLING.
7. DOWELS, ANCHOR BOLTS, PIPES, AND OTHER EMBEDDED ITEMS SHALL BE HELD SECURELY IN POSITION WHILE CONCRETE IS PLACED.
8. REINFORCING BARS AND ACCESSORIES SHALL NOT BE IN CONTACT WITH ANY METAL PIPE, PIPE IN FLANGE, METAL CONDUIT, OR OTHER METAL PARTS EMBEDDED IN CONCRETE. A MINIMUM CLEARANCE OF 2 INCHES SHALL BE PROVIDED.
9. REINFORCING STEEL FOR FOOTINGS AND SLABS ON GRADE SHALL BE ADEQUATELY SUPPORTED ON BAR SUPPORTS WITH SPACERS TO KEEP REINFORCING ABOVE THE PREPARED GRADE.
10. LAP REINFORCEMENT 48 BAR DIMENSIONS UON.
11. LAP WELDED WIRE REINFORCEMENT TWO PANEL SPACINGS, UON.
12. REINFORCEMENT SHALL HAVE THE FOLLOWING CONCRETE PROTECTION (CLEAR COVER), UON:

SURFACES NOT FORMED:	3"
FORMED SURFACES IN CONTACT WITH SOIL OR WATER, OR EXPOSED TO WEATHER:	2"
WALLS:	3/4"

CAST-IN-PLACE CONCRETE

1. CONCRETE
   NORMAL WEIGHT STRUCTURAL CONCRETE
   MINIMUM 28-DAY COMPRESSIVE STRENGTH, f'c: 3,000 PSI
2. PROVIDE NORMAL WEIGHT CONCRETE WITH CURED DENSITY OF 145 +/- 5 PCF, AND AGGREGATE CONFORMING TO ASTM C33, UON.
3. THE USE OF CALCIUM CHLORIDE AND OTHER CHLORIDE CONTAINING AGENTS IS PROHIBITED. THE USE OF RECYCLED CONCRETE IS PROHIBITED. PLACEMENT WITHIN AND CONTACT BETWEEN ALUMINUM ITEMS, INCLUDING ALUMINUM CONDUIT, AND CONCRETE IS PROHIBITED.
4. ALL CAST-IN-PLACE CONCRETE WILL EXPERIENCE DIFFERING VARIATIONS OF CRACKING. ANY ELEMENT EXPOSED TO DIRECT WEATHER AND/OR TEMPERATURE VARIATIONS DURING CONSTRUCTION OR IN THE FINAL CONDITION IS TO BE TREATED AND REGULARLY MAINTAINED TO PREVENT PROPAGATION OF CRACKS AND WATER PENETRATION. THE CONTRACTOR SHALL DEVELOP A REGULAR MAINTENANCE PROGRAM AND SUBMIT IT TO THE OWNER.
5. MAXIMUM W/C RATIO OF 0.50 FOR FOOTINGS AND 0.45 FOR OTHER CONCRETE.
6. ALL FORMWORK SHALL BE DESIGNED, ERECTED, SUPPORTED, BRACED, AND MAINTAINED ACCORDING TO ACI 347, RECOMMENDED STANDARD PRACTICE FOR CONCRETE FORMWORK.
7. RESPONSIBILITY: THE DESIGN, CONSTRUCTION, AND SAFETY OF ALL FORMWORK SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
8. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED UNLESS OTHERWISE SHOWN ON THE ARCHITECTURAL OR STRUCTURAL DRAWINGS.
9. THE CONTRACTOR SHALL EMPLOY A TESTING LABORATORY TO PREPARE TEST CYLINDERS REPRESENTING CONCRETE POURED EVERY DAY, ONE SET PER DAY OR ONE SET MINIMUM FOR EACH 50 CUBIC YARDS POURED. THE TESTING LABORATORY TECHNICIAN SHALL BE PRESENT AT THE BEGINNING OF EACH POUR. LABORATORY REPORT SHALL BE FURNISHED TO THE STRUCTURAL ENGINEER SHOWING STRENGTH OF CONCRETE AT 7 AND 28 DAYS.
10. REBAR CHAIRS SHALL BE MADE OF CORROSION-RESISTANT MATERIALS.
11. WALL RECONSTRUCTION REPAIRS SHALL BE POURED IN LIFTS NO HIGHER THAN 3'-6".
12. WHEN POURING WALL RECONSTRUCTION REPAIRS, LEAVE A 2 INCH "KEY" AT THE TOP OF EACH POUR TO LOCK THE OLD POUR AND THE NEW POUR TOGETHER.
13. FOR WALL RECONSTRUCTION REPAIRS, INSTALL THE TOP-MOST HORIZONTAL REBAR 2 INCHES DOWN (MINIMUM) TO MAKE ROOM FOR THE "KEY" (SEE NOTE 12).

POST-INSTALLED ANCHORS

1. ANCHOR PRODUCTS APPROVED FOR USE ON THIS PROJECT ARE LISTED BELOW UNLESS OTHERWISE SPECIFIED IN SECTIONS/DETAILS:
2. ADHESIVE ANCHORS INTO CONCRETE SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 355.4 AND ICC-ESC308 FOR CRACKED CONCRETE:
   A. USE THE FOLLOWING (UON):
      1. HILTI "HIT-HY 200" ADHESIVE
      2. HILTI "HIT-RE 500-V3" ADHESIVE
      3. SIMPSON STRONG-TIE "SET-3G" ADHESIVE
      4. SIMPSON STRONG-TIE "AT-XP" ADHESIVE
3. ADHESIVE ANCHORS INTO MASONRY LINTELS OR GROUT FILLED CELLS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ICC-ES AC58:
   A. USE THE FOLLOWING (UON):
      1. HILTI "HIT-HY 270" ADHESIVE
      2. SIMPSON STRONG-TIE "SET-3G" ADHESIVE
4. INSTALL ANCHORS TO MEET THE REQUIREMENTS INDICATED IN THE CONTRACT DOCUMENTS AND THE MANUFACTURER'S RECOMMENDATIONS.
5. LOCATE, BY NON-DESTRUCTIVE MEANS, AND AVOID ALL EXISTING REINFORCEMENT PRIOR TO INSTALLATION OF ANCHORS. IF EXISTING REINFORCING LAYOUT PROHIBITS THE INSTALLATION OF ANCHORS AS INDICATED IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE DESIGN PROFESSIONALS IMMEDIATELY.
6. POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS. CONTRACTOR SHALL OBTAIN APPROVAL FROM STRUCTURAL ENGINEER PRIOR TO USING POST-INSTALLED ANCHORS FOR MISSING OR MISPLACED CAST-IN-PLACE ANCHORS.
7. ANCHOR INSTALLER SHALL BE TRAINED BY THE MANUFACTURER ON PROPER INSTALLATION METHODS.
8. HOLES SHALL BE DRILLED AND CLEANED PER THE MANUFACTURER'S INSTRUCTIONS. ANCHORS SHALL BE INSTALLED AT NOT LESS THAN MINIMUM EDGE DISTANCES AND/OR SPACINGS INDICATED IN THE MANUFACTURER'S LITERATURE OR ON THE STRUCTURAL DRAWINGS. EMBEDMENT SHALL BE THE MINIMUM SPECIFIED ON THE STRUCTURAL DRAWINGS.

MASONRY

CONCRETE MASONRY UNITS (CMU)

1. CONCRETE MASONRY WORK SHALL CONFORM TO TMS 402/602-16, BUILDING CODE REQUIREMENTS AND SPECIFICATIONS FOR MASONRY STRUCTURES.
2. LOAD BEARING, NON-LOAD BEARING, AND BACKUP WALL CONCRETE MASONRY CONSTRUCTIONS SHALL CONFORM TO THE FOLLOWING MATERIAL STANDARDS:

CONCRETE BLOCK:	ASTM C90, NORMAL WEIGHT (MINIMUM 125 PCF) OR LIGHTWEIGHT (105 PCF) (MINIMUM 28 DAY COMPRESSIVE STRENGTH 1900 PSI FOR S OR M)
GROUT:	FILL MASONRY CELLS WITH PUMPABLE, COARSE STRUCTURAL GROUT MEETING ASTM C476. SLUMP SHALL BE 9"-11" (MINIMUM 28 DAY COMPRESSIVE STRENGTH 2,000 PSI)
MORTAR:	ASTM C270, TYPE N
REINFORCEMENT:	ASTM A615, GRADE 60

3. HAND MIXING MORTAR IS NOT ALLOWED.
4. CALCIUM CHLORIDE SHALL NOT BE USED IN MORTAR OR GROUT.
5. PROVIDE FULL MORTAR COVERAGE ON MASONRY UNIT FACE SHELLS AND WEBS.
6. LAY MASONRY UNITS IN RUNNING BOND UON WITH UNITS DESIGNED TO ALIGN WITH WEBS IN EACH COURSE.
7. CMU WALLS SHALL HAVE HORIZONTAL LADDER REINFORCING INSTALLED AT A MAXIMUM OF 16" O.C.
8. REINFORCING WITHIN THE CMU WALLS SHOULD BE POSITIONED AND SECURED NEAR THE CENTER OF THE CELL.

BRICK

1. BRICK MASONRY WORK SHALL CONFORM TO TMS 402/602-16, BUILDING CODE REQUIREMENTS AND SPECIFICATIONS FOR MASONRY STRUCTURES.
2. THE RE-USE OF EXISTING UNDAMAGED BRICK IS PERMITTED. ANY NEW BRICK MATERIALS SHOULD MATCH THE EXISTING MATERIALS.
3. BRICK CONSTRUCTIONS SHALL CONFORM TO THE FOLLOWING MATERIAL STANDARDS:
   A. BUILDING BRICK – ASTM C62
      1. BUILDING BRICK SHALL CONFORM TO ASTM C62:
         - GRADE SW (SEVERE WEATHERING): FOR BRICK EXPOSED TO FREEZING AND THAWING IN A MOIST CONDITION OR IN CONTACT WITH EARTH.
         - GRADE MW (MODERATE WEATHERING): FOR BRICK EXPOSED TO TEMPERATURES BELOW FREEZING BUT UNLIKELY TO BE SATURATED.
         - GRADE NW (NEGLIGIBLE WEATHERING): FOR BRICK USED IN INTERIOR OR PROTECTED LOCATIONS.
      2. MINIMUM COMPRESSIVE STRENGTH (AVG. OF 5 BRICKS, GROSS AREA): SW – 3,000 PSI; MW – 2,500 PSI; NW – 1,500 PSI.
      3. MAXIMUM WATER ABSORPTION: SW – 17%; MW – 22%; NW – NO LIMIT (PER ASTM C62 TABLE 1).
      4. MAXIMUM SATURATION COEFFICIENT: SW – 0.78; MW – 0.88; NW – NO LIMIT.
      5. EFFLORESCENCE: BRICK SHALL BE RATED 'NOT EFFLORESCED' PER ASTM C67.
   B. FACING BRICK – ASTM C216
      1. FACING BRICK SHALL CONFORM TO ASTM C216:
         - GRADE SW (SEVERE WEATHERING): REQUIRED WHERE BRICK IS EXPOSED TO FREEZING/THAWING AND MOISTURE.
         - GRADE MW (MODERATE WEATHERING): PERMITTED FOR INTERIOR OR PROTECTED EXTERIOR APPLICATIONS.
         - TYPE FBS (STANDARD): GENERAL USE FACING BRICK WITH MODERATE VARIATION IN SIZE PERMITTED.
         - TYPE FBX (EXTRA): FOR USE WHERE A HIGHER DEGREE OF MECHANICAL PERFECTION AND MINIMUM VARIATION IN SIZE IS REQUIRED.
         - TYPE FBA (ARCHITECTURAL): NON-UNIFORM IN SIZE AND TEXTURE.
      2. MINIMUM COMPRESSIVE STRENGTH: SW – 3,000 PSI; MW – 2,500 PSI (GROSS AREA, AVG. OF 5 SPECIMENS).
      3. MAXIMUM WATER ABSORPTION (24-HR COLD): SW – 17%; MW – 22%.
      4. DIMENSIONAL TOLERANCES SHALL COMPLY WITH ASTM C216 TABLE 3 FOR SPECIFIED TYPE.
   C. REINFORCEMENT: ASTM A615, GRADE 60
      1. BRICK WALLS SHALL HAVE HORIZONTAL LADDER REINFORCING INSTALLED AT A MAXIMUM OF 16" O.C.
      2. REINFORCING WITHIN THE BRICK WALLS SHOULD BE POSITIONED AND SECURED NEAR THE CENTER OF THE CELL.
   D. MORTAR:
      1. MORTAR SHALL CONFORM TO ASTM C270, TYPE AS FOLLOWS UNLESS NOTED OTHERWISE ON DRAWINGS:
         - TYPE N
      2. MORTAR FOR STRUCTURAL MASONRY SHALL BE PROPORTIONED BY VOLUME OR BY PROPERTY SPECIFICATION PER ASTM C270 TABLE 1.
      3. MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: TYPE N – 750 PSI.
      4. PORTLAND CEMENT SHALL CONFORM TO ASTM C150.
      5. MASONRY CEMENT SHALL CONFORM TO ASTM C91.
      6. AGGREGATE FOR MORTAR SHALL CONFORM TO ASTM C144.
      7. DO NOT USE ADMIXTURES, ANTIFREEZE COMPOUNDS, OR ACCELERATORS UNLESS SPECIFICALLY APPROVED BY THE EOR.
      8. HAND MIXING MORTAR IS NOT ALLOWED.
   E. GROUT:
      1. GROUT SHALL CONFORM TO ASTM C476.
      2. FINE GROUT SHALL BE USED FOR GROUT SPACES LESS THAN 2 INCHES IN LEAST DIMENSION.
      3. COARSE GROUT SHALL BE USED FOR GROUT SPACES 2 INCHES OR GREATER IN LEAST DIMENSION.
      4. MINIMUM GROUT COMPRESSIVE STRENGTH AT 28 DAYS: 2,000 PSI, OR AS SHOWN ON DRAWINGS.
      5. SLUMP OF GROUT AT TIME OF PLACEMENT: 8 TO 11 INCHES PER ASTM C143.
   F. MASONRY ACCESSORIES:
      1. JOINT REINFORCEMENT SHALL BE AS INDICATED, CONFORMING TO ASTM A951.
      2. ANCHOR BOLTS AND EMBEDDED FASTENERS SHALL BE HOT-DIP GALVANIZED (ASTM A153) OR STAINLESS STEEL.
      3. FLASHING MATERIALS SHALL BE AS SPECIFIED ON THE ARCHITECTURAL DRAWINGS; MINIMUM 26-GAUGE STAINLESS STEEL OR COPPER FOR MASONRY APPLICATIONS.
      4. WEEP HOLES OR VENTS SHALL BE PROVIDED AT ALL FLASHING LOCATIONS AT MAXIMUM 24 INCHES ON CENTER.
4. PROVIDE FULL MORTAR COVERAGE ON BRICK UNITS.
5. LAY BRICK UNITS IN RUNNING BOND UON.



JOHN C. NEWCOMBE P.E. #93594

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COMPANY CONTACT

PROJECT NAME: CITY OF NEWBERRY HISTORIC POWER PLANT (MASONRY REPAIRS)

PROJECT ADDRESS: 120 NW 260TH STREET NEWBERRY, FLORIDA 32669

CLIENT NAME: LOCI ARCHITECTS, LLC

CLIENT ADDRESS: 1936 SAN MARCO BOULEVARD JACKSONVILLE, FLORIDA 32207

REV. NO.	DESCRIPTION	DATE

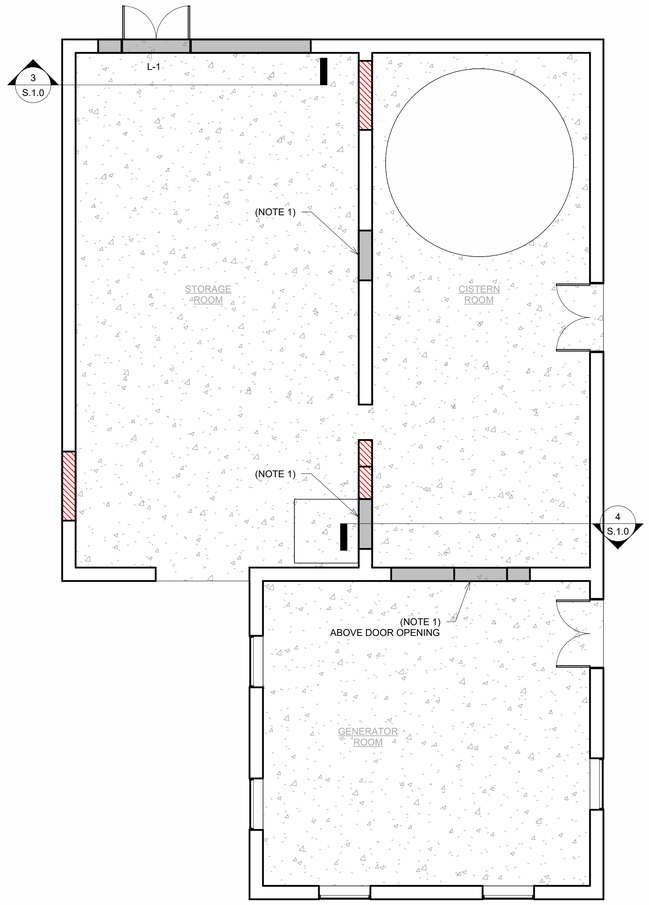
ENGINEER OF RECORD: **JOHN C. NEWCOMBE P.E. #93594**

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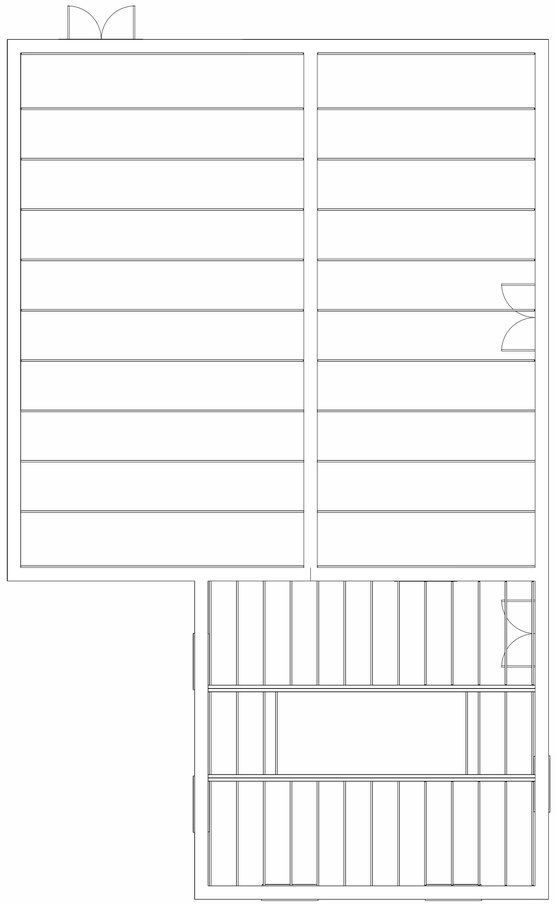
PROJECT NO.: 17173A
DATE: MARCH 2026
SCALE: 1" = 1'-0"

SHEET NAME: **GENERAL NOTES & WIND**

SHEET NO.: S.0.0 (1 / 4)



1 LEVEL 1 LAYOUT
3/16" = 1'-0"



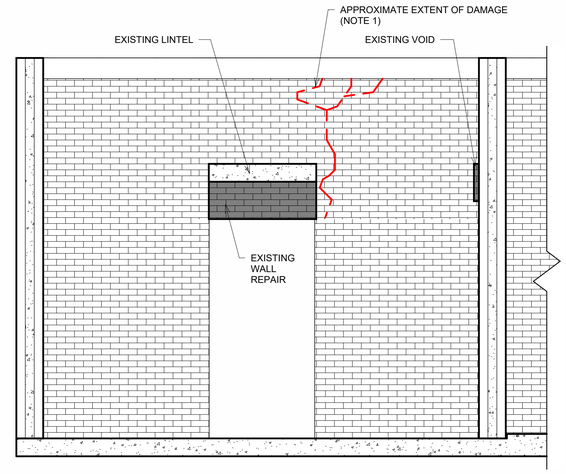
2 ROOF LAYOUT
3/16" = 1'-0"



NOTES:

1. REFER TO S.2.0 FOR THE RECONSTRUCTION OF THIS WALL.

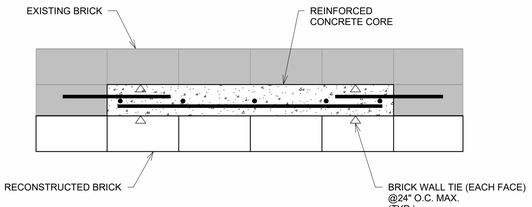
3 WALL ELEVATION 1
3/8" = 1'-0"



NOTES:

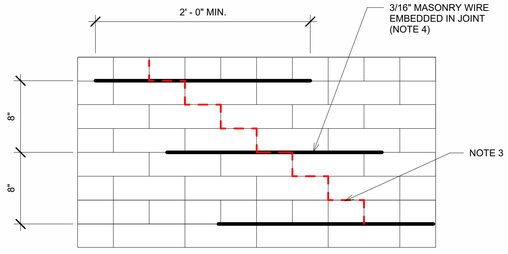
1. REFER TO S.2.1 FOR THE RECONSTRUCTION OF THIS WALL.

4 WALL ELEVATION 2
3/8" = 1'-0"



PLAN

5 WALL "RECONSTRUCTION" REPAIR
1 1/2" = 1'-0"



ELEVATION

6 WALL "STITCHING" REINFORCING REPAIR
1 1/2" = 1'-0"

NOTES:

1. PROVIDE WALL "RECONSTRUCTION" BRICK ON BOTH FACES OF WALL AT OPENING.
2. DURING DEMOLITION AND REPAIR ACTIVITIES, THE CONTRACTOR SHALL PROVIDE SHORING AND BRACING THAT ALIGN WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. REFER TO GENERAL NOTE 1 UNDER PERFORMANCE ITEMS ON S.0.0.
3. TUCKPOINTING SHALL BE PERFORMED AT MASONRY JOINT CRACKING. TUCKPOINTING IS THE ACT OF ADDING NEW MORTAR TO STRUCTURALLY AND COSMETICALLY REPAIR MASONRY WALLS. PRIOR TO INSTALLING NEW MORTAR, REMOVE ANY DAMAGED REINFORCING OR LOOSE MATERIALS.
4. PROVIDE WALL "STITCHING" REINFORCING REPAIR ON BOTH FACES OF WALL.

LEGEND:

- WALL "RECONSTRUCTION" REPAIR (SEE DETAIL 5)
- WALL "STITCHING" REINFORCING REPAIR (SEE DETAIL 6)
- WALL CRACKING DAMAGE

JOHN C. NEWCOMBE P.E. #93594

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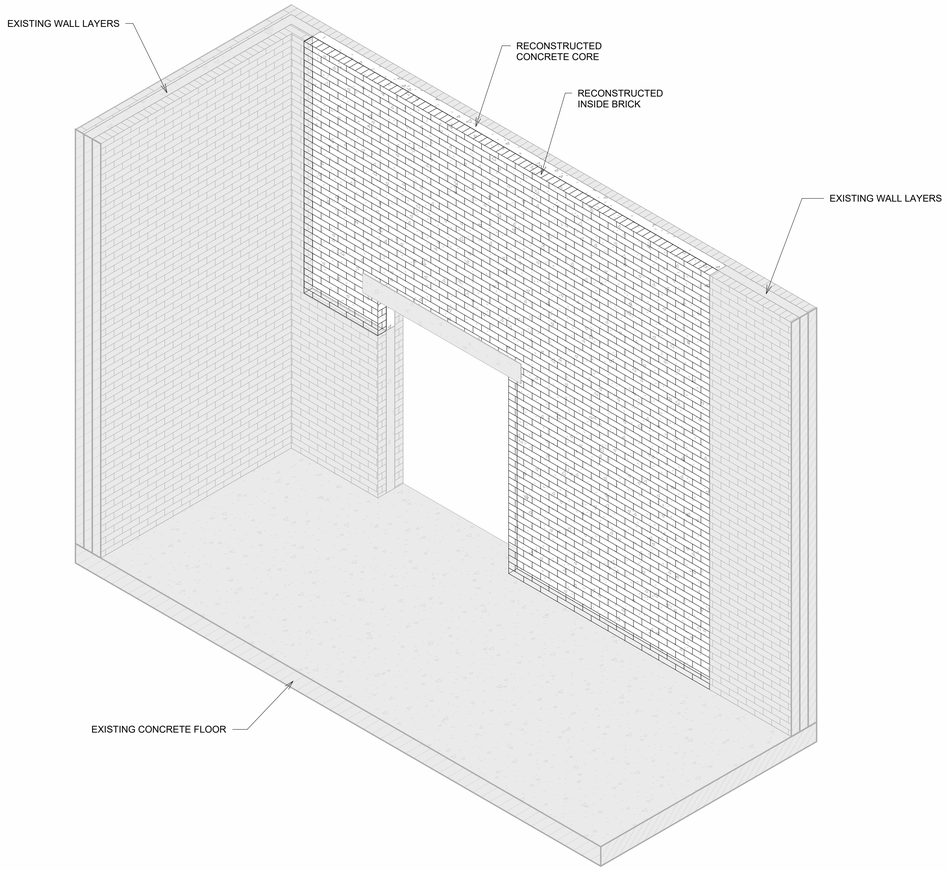
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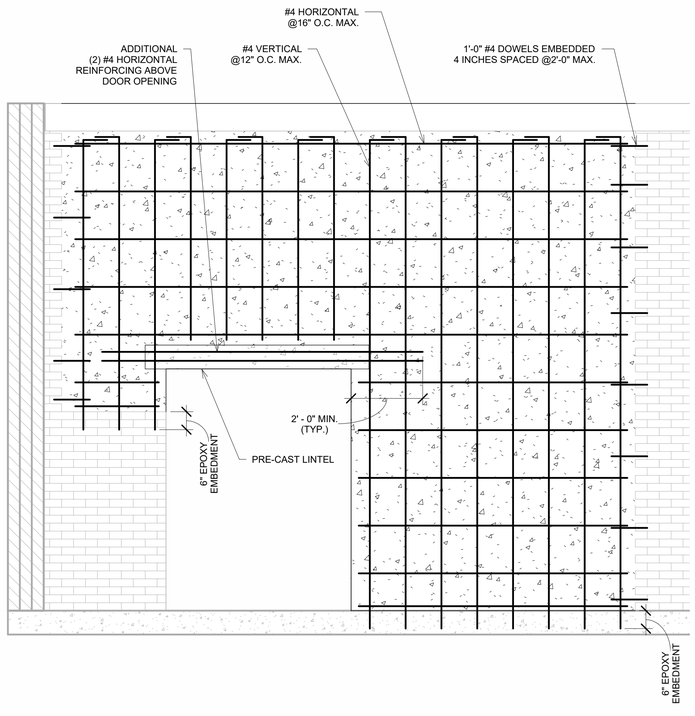
PROJECT NO.: 17173A
DATE: MARCH 2026
SCALE: As indicated

SHEET NAME
REPAIR PLAN & DETAILS

SHEET NO. 2 / 4
S.1.0



1 RECONSTRUCTED WALL ISOMETRIC 1



2 RECONSTRUCTED WALL ELEVATION 1
1/2" = 1'-0"

NOTES:

1. THESE DETAILS ARE GRAPHICAL REPRESENTATIONS OF THE PROPOSED MASONRY REPAIRS. THE EXACT LOCATIONS AND DIMENSIONS OF THE REPAIR EXTENTS SHALL BE DETERMINED BY A QUALIFIED MASONRY CONTRACTOR WITH AT LEAST 5 YEARS OF EXPERIENCE IN MASONRY CONSTRUCTION AND REPAIR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH WORK IF OBSERVED DAMAGE IS NOT REPAIRABLE USING THE REPAIR DETAILS PROVIDED IN THESE STRUCTURAL DRAWINGS.
2. THE MINIMUM HEIGHT OF MASONRY GROUT LIFTS SHALL BE 16 INCHES. IT IS RECOMMENDED THAT THE CONTRACTOR SELECT A MAXIMUM HEIGHT OF MASONRY GROUT LIFT THAT CAN BE ADEQUATELY SUPPORTED AND BRACED. THE BRACING OF THE WALLS AND/OR FORMWORK DURING GROUT PLACEMENT, INCLUDING THE PLACEMENT PROCEDURES, ARE THE MEANS AND METHODS OF THE CONTRACTOR.

JOHN C. NEWCOMBE LICENSE No.93594 STATE OF FLORIDA PROFESSIONAL ENGINEER

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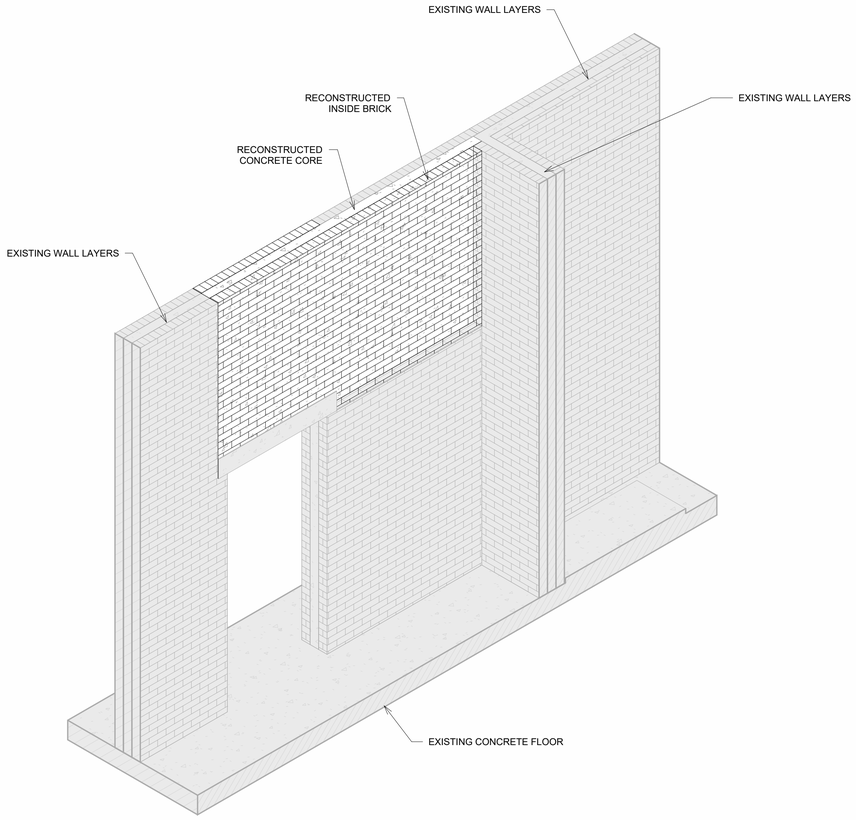
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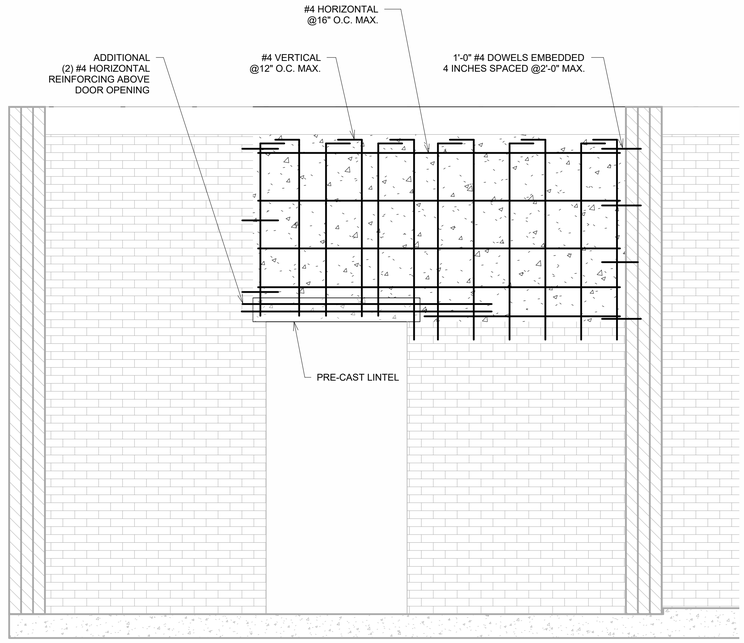
PROJECT NO.: 17173A
DATE: MARCH 2026
SCALE: 1/2" = 1'-0"

SHEET NAME: **WALL ISOMETRIC AND REPAIR ELEVATION**

SHEET NO.: **S.2.0** 3 / 4



1 RECONSTRUCTED WALL ISOMETRIC 2



2 RECONSTRUCTED WALL ELEVATION 2
1/2" = 1'-0"

NOTES:

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DESIGNED BY: ELS

PROJECT NO.: 17173A
DATE: MARCH 2026
SCALE: 1/2" = 1'-0"

SHEET NAME
WALL ISOMETRIC AND REPAIR ELEVATION

SHEET NO. 4 / 4
S.2.1

Branch Panel: 2P

Location:
Supply From:
Mounting: SURFACE
Enclosure: NEMA 1
Basis of Design: SQUARE D NQ
Service Rated: YES
Pole Spaces: 30

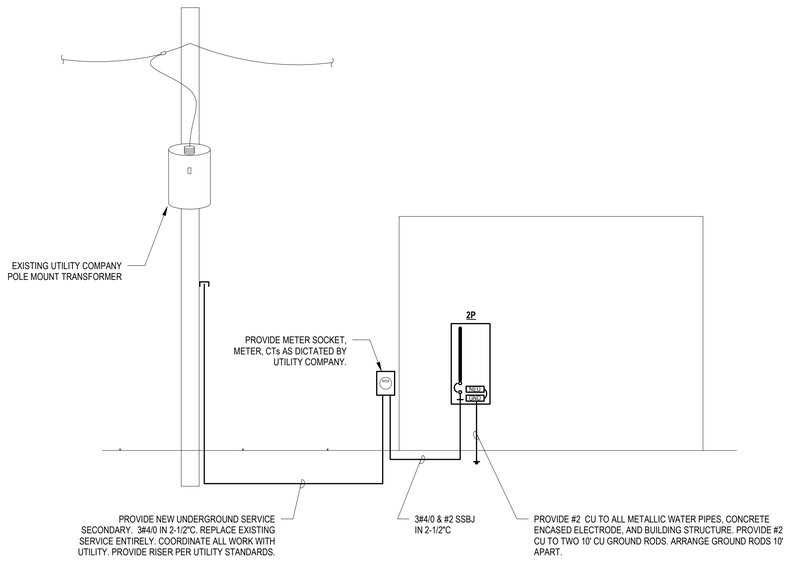
Volts: 120/208 Wye
Phases: 3
Wires: 4
A.I.C. Rating: 22,000
SPD: 50kA
PQM: NO

Panel Rating: 225 A
MCB Rating: 225 A
Neutral Rating: 100.00%
Feeder Ampacity: 225 A
Feeder Phase Conductor: 3 #4/0
Feeder Neutral Conductor: 1 #4/0
Feeder Ground Conductor: 1 #4
Feeder Conduit: 2-1/2"
Number of Parallel Runs: 1

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	A	B	C	Poles	Trip	Circuit Description	CKT
1	EXTERIOR LIGHTING	20 A	1	70 VA			--			1	--	SPACE ONLY	2
3	RCPT GENERATOR ROOM	20 A	1		360 VA			--		1	--	SPACE ONLY	4
5	LIGHTING GENERATOR ROOM	20 A	1			95 VA			--	1	--	SPACE ONLY	6
7	LIGHTING STORAGE & CISTERN	20 A	1	138 VA			--			1	--	SPACE ONLY	8
9	SPARE	20 A	1		0 VA			--		1	--	SPACE ONLY	10
11	SPARE	20 A	1			0 VA			--	1	--	SPACE ONLY	12
13	SPARE	20 A	1	0 VA			--			1	--	SPACE ONLY	14
15	SPARE	20 A	1		0 VA			--		1	--	SPACE ONLY	16
17	SPARE	20 A	1			0 VA			--	1	--	SPACE ONLY	18
19	SPARE	20 A	1	0 VA			--			1	--	SPACE ONLY	20
21	SPARE	20 A	1		0 VA			--		1	--	SPACE ONLY	22
23	SPARE	20 A	1			0 VA			--	1	--	SPACE ONLY	24
25	SPARE	20 A	1	0 VA			0 VA			3	30 A	SPD	26
27	SPARE	20 A	1		0 VA			0 VA					28
29	SPARE	20 A	1			0 VA			0 VA				30
			Total Load:	208 VA		360 VA		95 VA					
			Total Amps:	2 A		3 A		1 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting	303 VA	125.00%	379 VA		
Receptacle	360 VA	100.00%	360 VA	**Total Conn. Load:**	663 VA
				Total Est. Demand:	739 VA
				Total Conn. Current:	2 A
				Total Est. Demand Current:	2 A



3 ELECTRICAL SINGLE LINE DIAGRAM
NOT TO SCALE

LEGEND

RECEPTACLE:
- DUPLEX RECEPTACLE. 18" AFF UNO.
- ABOVE COUNTER DUPLEX RECEPTACLE. 44" AFF UNO. COORDINATE WITH COUNTER, BACKSPLASH, ETC.
- DUPLEX RECEPTACLE FACE DOWN IN CEILING.
- SPECIAL PURPOSE RECEPTACLE. 18" AFF UNO. COORDINATE WITH EQUIPMENT.

RECEPTACLE SUBSCRIPTS:
- G — GFCI-TYPE RECEPTACLE.
- GCB — GFCI-TYPE POWER FROM BRANCH CIRCUIT BREAKER.
- WP — WEATHER RESISTANT WIRING DEVICE. WP RECEPTACLES SHALL BE GFCI TYPE WITH IN-USE COVERS.
- 6-30R — NEMA RECEPTACLE TYPE.

POWER EQUIPMENT AND CONNECTIONS:
- PANELBOARD.
- (E) ELECTRICAL CONNECTION TO EQUIPMENT. SEE ELECTRICAL EQUIPMENT SCHEDULE.
- (J) JUNCTION BOX.
- SAFETY SWITCH. MOUNT AS INDICATED. 60" TO TOP UNO.
- FUSED SAFETY SWITCH. MOUNT AS INDICATED. 60" TO TOP UNO.

LIGHT FIXTURES:
LIGHT FIXTURES SHALL BE AS INDICATED IN LIGHT FIXTURE SCHEDULE. SEE LIGHT FIXTURE SCHEDULE.

LIGHT FIXTURES SUBSCRIPTS:
- a,b — LOWERCASE LETTERS INDICATE SWITCHING/DIMMING ZONES.
- EM — PARTIAL SHADING OR 'EM' SUBSCRIPT INDICATES EMERGENCY FIXTURE. SEE LIGHT FIXTURE SCHEDULE.

LIGHTING CONTROLS:
- $ — TOGGLE SWITCH. 44" AFF UNO.
- PC — 120/277V 20A PHOTOCELL.
- TC — 120/277V 365-DAY DIGITAL ASTRONOMICAL TIME CLOCK. BOD: INTERMATIC ET2725C (ET2725CR FOR DAMP/WET LOCATIONS).

LIGHTING CONTROLS SUBSCRIPTS:
- 2 — 2-POLE TOGGLE SWITCH.
- 3 — 3-WAY TOGGLE SWITCH.
- 4 — 4-WAY TOGGLE SWITCH.
- a,b — LOWERCASE LETTERS INDICATE SWITCHING/DIMMING ZONES.

ANNOTATIONS:
- 1 — DEMOLITION SHEET NOTE.
- 1 — ELECTRICAL SHEET NOTE.
- AH 111 — MECHANICAL EQUIPMENT TAG.

GENERAL SUBSCRIPTS (APPLY TO ALL CATEGORIES):
- **2P1A** — ELECTRICAL EQUIPMENT TAG.
- GCB — FED FROM GFCI TYPE CIRCUIT BREAKER.
- 72" — INDICATES HEIGHT OF FIXTURE, RECEPTACLE, BOX, CABINET, ETC. HEIGHT IS TO CENTERLINE UNLESS OTHERWISE INDICATED.
- EX — EXISTING TO REMAIN
- WP — WEATHERPROOF INSTALLATION, WITH APPROPRIATELY LISTED OR INDICATED PRODUCTS.
- A-1 — ELECTRICAL HOME RUN TO PANELBOARD. UNDERLINED LABEL INDICATES PANELBOARD NAME AND CIRCUIT NUMBER. UNLESS INDICATED OTHERWISE, DEFAULT WIRING IS #12 & #12G. PROVIDE CONDUCTORS AS NEEDED FOR INDICATED SWITCHED LEGS, ZONES, ETC. SEE ELECTRICAL EQUIPMENT SCHEDULE FOR SPECIFIC CIRCUIT SIZING.

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AC	ALTERNATING CURRENT
AFC	AVAILABLE FAULT CURRENT
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AIC	AMPS INTERRUPTING CAPACITY
AI	ALUMINUM
AWG	AMERICAN WIRE GAUGE
BJ	BONDING JUMPER
BOD	BASIS OF DESIGN
C	DEGREES CELSIUS
C	CONDUIT
CB	CIRCUIT BREAKER
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
CFOI	CONTRACTOR FURNISHED, OWNER INSTALLED
CKT	CIRCUIT
CLG	CEILING
Cu	COPPER
DEMO	DEMOLISH, DEMOLITION
DC	DIRECT CURRENT
DIV	DIVISION
ECB	ENCLOSED CIRCUIT BREAKER
EGC	EQUIPMENT GROUNDING CONDUCTOR
EOR	ENGINEER OF RECORD
EX	EXISTING TO REMAIN
FSS	FUSED SAFETY SWITCH
G	GROUND
G	GFCI-TYPE (WHEN LABELING RECEPTACLES)
GCB	GFCI CIRCUIT BREAKER
GEC	GROUNDING ELECTRODE CONDUCTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
LB(S)	POUND(S)
lm	LUMEN
LSI	LONG, SHORT, INSTANTANEOUS
LSIG	LONG, SHORT, INSTANTANEOUS, GROUND-FAULT
LTG	LIGHTING
LTS	LIGHTS
MCA	MINIMUM CIRCUIT AMPACITY
MCCB	MOLDED CASE CIRCUIT BREAKER
MJB	MAIN BONDING JUMPER
MOCP	MAXIMUM OVERCURRENT PROTECTION
N1	NEMA 1
N3R	NEMA 3R
NEU	NEUTRAL
OCP	OVERCURRENT PROTECTION
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OH	OVERHEAD
PBD	PANELBOARD
P&C	PLUG AND CORD
PQM	POWER QUALITY METER
SCCR	SHORT CIRCUIT CURRENT RATING
SCH	SCHEDULE
SJB	SYSTEM BONDING JUMPER
SS	SAFETY SWITCH
SS	STAINLESS STEEL
SSBJ	SUPPLY SIDE BONDING JUMPER
SPD	SURGE PROTECTIVE DEVICE
TBD	TO BE DETERMINED
TM	THERMAL MAGNETIC
TR	TAMPER RESISTANT
TS	TOGGLE SWITCH
TYP	TYPICAL
UG	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
USB	UNIVERSAL SERIAL BUS
V	VOLTS
VA	VOLT AMPS
W	WATTS
WP	WEATHER PROOF/WEATHER RESISTANT
WR	WEATHER PROOF/WEATHER RESISTANT
WRT	WITH RESPECT TO
WSR	WITHSTAND RATING

CODES AND STANDARDS

ALL PROJECT WORK SHALL BE GOVERNED BY AND ADHERE TO THE FOLLOWING CODES AND STANDARDS.

1. FLORIDA BUILDING CODE - EIGHTH EDITION (2023)
2. FLORIDA BUILDING CODE - EIGHTH EDITION (2023) - ENERGY CONSERVATION
3. FLORIDA FIRE PREVENTION CODE - EIGHTH EDITION (2023)
   - A. FIRE CODE (NFPA 1 - 2021 FLORIDA EDITION)
   - B. LIFE SAFETY CODE (NFPA 101 - 2021 FLORIDA EDITION)
4. NATIONAL ELECTRIC CODE (2020 NFPA 70).
5. ANSI/NECA 1-2015 GOOD WORKMANSHIP IN ELECTRICAL CONSTRUCTION
6. UNDERWRITERS' LABORATORIES (UL)
7. AMERICAN NATIONAL STANDARDS INSTITUTION (ANSI)
8. AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
9. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
10. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
11. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
12. NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA)
13. ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA)
14. ELECTRONICS INDUSTRY ALLIANCE (EIA)



2 ELECTRICAL WIRING DEVICE LABEL DETAIL
NOT TO SCALE



EXAMPLE PANELBOARD LABEL

PROVIDE ENGRAVED PLASTIC TAG WITH 1/4" HIGH LETTERS. NORMAL POWER: BLACK LETTERS ON WHITE BACKGROUND. DIMENSIONS SHOWN ARE MINIMUM.

1 ELECTRICAL EQUIPMENT LABELING DETAIL
NOT TO SCALE

LOCI ARCHITECTS, LLC
1936 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207
904.660.2194

Andrew P. McCaddin
PE - 83318

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MG #25033

RESTORATION OF THE HISTORIC NEWBERRY POWER PLANT
114 NW 260TH ROAD
NEWBERRY, FL 32669

ISSUE

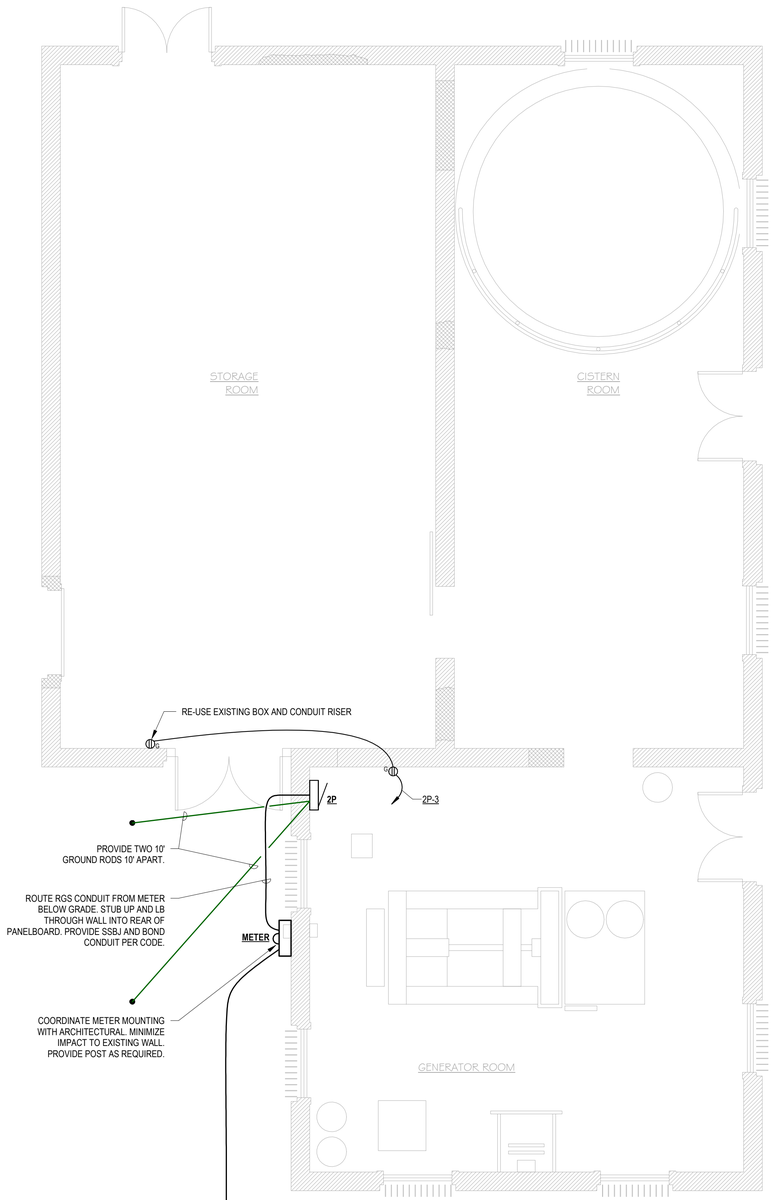
no.	date	description
1	12.23.25	DD
2	3.3.26	CD

PROJECT NUMBER 2505

SHEET TITLE
ELECTRICAL LEGEND, CODES, & ABBREVIATIONS

SHEET NUMBER
E-1

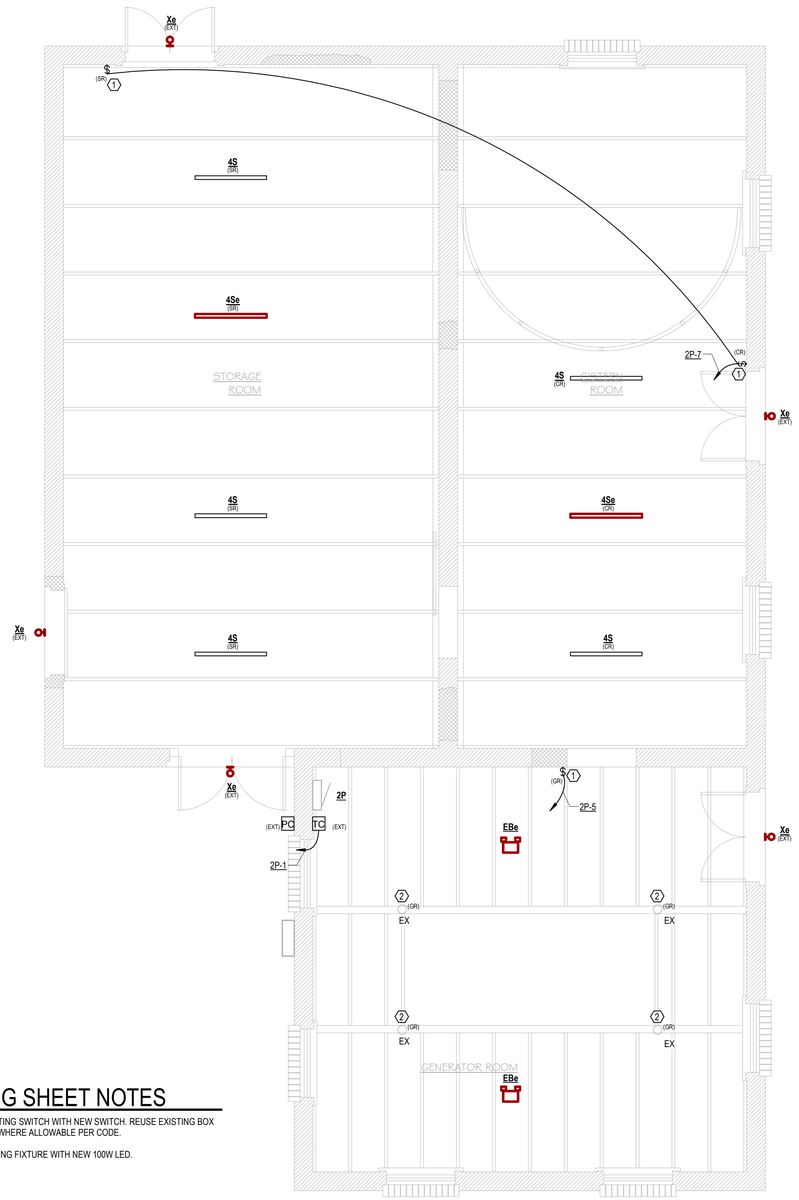
DESIGN DEVELOPMENT



N

ELECTRICAL FLOOR PLAN

1/4" = 1'-0"



LIGHTING SHEET NOTES

1. REPLACE EXISTING SWITCH WITH NEW SWITCH. REUSE EXISTING BOX AND CONDUIT WHERE ALLOWABLE PER CODE.
2. RELAMP EXISTING FIXTURE WITH NEW 100W LED.

N

ELECTRICAL CEILING PLAN

1/4" = 1'-0"

HISTORICAL BUILDING NOTE

COORDINATE ALL WORK WITH ARCHITECTURAL, PRIOR TO CONSTRUCTION, CONFIRM ALL METHODS IMPACTING EXISTING BUILDING MATERIALS. ALL MODIFICATIONS TO EXISTING BUILDING SHALL MINIMIZE DAMAGE AND SHALL BE APPROVED PRIOR TO PROCEEDING. THIS REQUIREMENT EXTENDS TO FASTENERS, DRILLING, CUTTING, ETC.

LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION	BASIS OF DESIGN	LIGHT SOURCE	INITIAL LUMENS	COLOR TEMPERATURE	WATTAGE	VOLTAGE	MOUNTING	NOTES
4S	4' LED STRIP	H.E. WILLIAMS 75R-4-L30/840-HA-DIM-UNV	LED	2916 lm	4000 K	20 VA	UNV	SUSPENDED	PROVIDE MOUNTING HARDWARE AS REQUIRED.
4Se	4' LED STRIP WITH EMERGENCY BATTERY	H.E. WILLIAMS 75R-4-L30/840-HA-DIM-UNV WITH 0°F BATTERY	LED	2916 lm	4000 K	20 VA	UNV	SUSPENDED	PROVIDE 0°F RATED REMOTE BATTERY WITHIN BUILDING, BOD BSL13B COLD. PROVIDE MOUNTING HARDWARE AS REQUIRED.
EBe	EMERGENCY BUG EYE	BEGHELL ECCO LUNA EL-SE-205LED-120/277V-AT	LED			10 VA	UNV	OVERHEAD ON STRUCTURE	PROVIDE MOUNTING HARDWARE AS REQUIRED.
Xe	EXTERIOR WALL SCONCE WITH EMERGENCY BATTERY	CONTECH LIGHTING VCDSWH16-LDD16-35K-LGNI-B	LED	1644 lm	3000 K	14 VA	UNV	WALL GOOSENECK	PROVIDE 0°F RATED REMOTE BATTERY WITHIN BUILDING, BOD BODINE BSL13B COLD. COORDINATE MOUNTING AND FINISH WITH ARCHITECTURAL.

NOTES:
1. SUBMIT ALTERNATES TO A/E FOR CONSIDERATION A MINIMUM OF 10 BUSINESS DAYS PRIOR TO BID. SUBMIT FIXTURE "CUT SHEET", INDICATING ALL INTENDED RATINGS AND OPTIONS.
2. A/E WILL REVIEW ALTERNATES TO DETERMINE IF THEY ARE FUNCTIONALLY, AESTHETICALLY, AND STRUCTURALLY EQUAL. A/E RESERVE THE RIGHT TO REJECT ANY FIXTURES WHICH ARE NOT DEEMED EQUAL TO THE BASIS OF DESIGN.
3. ALTERNATES REJECTED BY A/E SHALL NOT RESULT IN ADDITIONAL CHARGES TO THE OWNER.
4. FIXTURES HALF SHADED OR MARKED 'EM' ON THE PLANS SHALL BE PROVIDED WITH BODINE BATTERIES PROVIDING AT LEAST 700lm OUTPUT FOR AT LEAST 90 MINUTES.

LOCI ARCHITECTS, LLC
1936 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207
904.660.2194

Andrew P. McCaddin
PE - 83318

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNITURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNITURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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Gainesville, FL 32601
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www.mitchellgulledge.com
MG #25033

RESTORATION OF THE HISTORIC NEWBERRY POWER PLANT

114 NW 260TH ROAD
NEWBERRY, FL 32669

ISSUE

no.	date	description
1	12.23.25	DD
2	3.3.26	CD

PROJECT NUMBER 2505

SHEET TITLE
ELECTRICAL PLANS - NEW WORK

SHEET NUMBER
E-2

DESIGN DEVELOPMENT

NEWBERRY
Established 1895 Florida

25493 NW 1st Ave
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ITB 2026-09 Restoration of the Historic Newberry Power Plant
Phase I (Construction)
Addendum No. 1

This Addendum is hereby issued to respond to the questions received during the Question Period:

Q1. Door Type 3 Shows as a half lite with a patterned glass of some sort. What type of glass is specified for that set of doors.

A1. Door Type 3 has a beaded board inset panel to match the existing doors. There is no glass in Door Type 3. All doors in the base bid need to be custom built to match the existing door styles and profiles. Please see the included photo of the Door Type 3.



Q2. Were the windows that were removed properly cataloged? There are eight windows on the exterior of the building that are very similar in size and configuration. If they have not been cataloged, there will likely be a significant amount of time spent trying to determine which sash belongs in each opening during reinstallation.

A2. The sashes for all the windows were removed and stored on a pallet located in the storage room. The sashes have not been cataloged.

Q3. A stainless steel McKinney hinge is specified for the doors; however, the hinge finish type that (26D) is listed does not appear to be readily available in stainless steel T4A3386 (stainless steel) and seems to correspond to a standard steel hinge T4A3786 (steel). Can you confirm whether this is a typo, or if the architect is intending for these to be a customrun stainless hinge with ball tips?

A3. The finish for the stainless steel T4A3386 hinge with ball tip is US32D (satin stainless steel). The hinges are not intended to be custom made.

Q4. Door Type 4 is listed as a sliding door; however, the plans do not appear to show the associated hardware or the method by which the door is intended to be hung and operated. Please provide clarification on the intended operation and hardware configuration for this particular door assembly as well as how these doors are designed to slide and function.

A4. The existing hardware is to be cleaned, repaired and reinstalled. Please see a picture of the door and existing hardware below.



Q5. If the glazing does come back positive for asbestos, the windows will likely need to go through an asbestos abatement process. Subcontractor has expressed that in their experience, that process will, for all intents and purposes, destroy the historic profiles, glazing rabbet and face material on these sash. The glass rabbets and interior ogee profiles would likely be lost during abatement. Our recommendation, if the glazing is determined to be asbestos-positive, would be to proceed with fabricating new sash assemblies rather than attempting restoration. We can fabricate the new sash out of sapele and reuse the hardware and as much of the original glass as possible from the existing windows. Please confirm this is an acceptable method.

A5. Please see addendum #1 for the lead and asbestos testing report. The State of Florida, Division of Historical Resources grant requires the existing sashes are to be restored and reinstalled to good, sound, operable condition. New fabricated sashes constructed of Sapele wood will only be allowed if the window sashes are beyond repair and the new windows are approved by the State of Florida, Division of Historical Resources prior to fabrication.

Q6. What are the contractor's work hours and stagging areas?

A6. Due to the deadline of the grant, an area around the building can be fenced off to accommodate the contractor's required work hours. The contractor to work with the City to determine the location of the fence.

Q7. Does the existing lighting need to be removed?

A7. The existing lighting is to be removed and replaced as part of Alternate 2.

Q8. Does the existing equipment need to be protected during the work?

Q8. Yes, existing equipment that is to remain will need to be protected from damage and dust during construction. All non-installed furniture and equipment will be removed by the City prior to the start of construction.

Q9. Can the existing equipment attached to the brick walls be removed?

A9. All existing equipment installed on the wall is to remain in place. Repointing of the interior brick in Alternate 4 will need to work around any equipment attached to the brick walls.

Q10. Some of the windows appear to be fixed and not operable. Do the restored windows need to be operable?

Q10. Yes, all windows will need to be operable after restoration with the exception of the two windows located over the cistern. The building does not have HVAC so it will need operable windows to circulate air. It is assumed that the windows were originally operable and sometime in the past were sealed shut.

To add the link to the Pre-Bid Conference recording: Recap: ITB 2026-09, Restoration of the Historic Newberry Power Plant, Pre-Bid Conference Webinar Thursday, May 14 | Meeting | Microsoft Teams

To include the lead and asbestos report herein.

Except as noted herein, all other terms, conditions, and specifications of the ITB remain unchanged.

Nationwide Locations
Locally Served

Corporate Headquarters:
7700 Congress Avenue
Suite 1119
Boca Raton, FL 33487

Paint Chip Sampling for Lead

Project Location:
City of Newberry Public Works
120 Northwest 260th Street,
Newberry FL, 32669

Prepared For:
City of Newberry
25493 Northwest 1st Avenue,
Newberry, FL 32669

Date: 5/21/26

Industrial Hygiene
IAQ/Mold Assessments
Water Loss Projects
Restoration Project Management
Post Remediation Testing
Building Science
Asbestos Surveys
Lead Inspections
Bacteria Testing
Allergen Sampling
Heavy Metals
Pesticide Testing
Volatile Organic Compound Analysis
Water Quality Testing
LEED Testing

AIRMD ENVIRONMENTAL CONSULTANTS

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1.0 Executive Summary

AirMD is providing results to the client for the above reference project. AirMD's objective was to conduct paint chip sampling for the presence of lead. The project was requested as a result of the restoration of a historical building. A site visit was completed on May 19, 2026. Sampling was conducted in the generator, storage and cistern rooms as well externally, The information provided in this report is based upon the agreed scope relative to the reported issue(s)/claim.

Paint chip samples were collected for analysis by Flame Atomic Absorption Spectroscopy (FLAA). The purpose of sampling was to assess whether lead was present on surfaces sampled. A total of four paint chip were collected from representative areas within the commercial property for laboratory analysis. Samples were collected from accessible surface coatings on representative homogenous building components. A homogenous component is a building material that is uniform in color, texture and appears identical in every respect. The collection of samples was to screen and was not intended to be a comprehensive assessment of every painted surface.

Choose One of the Following:

The paint chip sampling was not a chapter 7 lead-based paint inspection as required under the U.S. Department of Housing and Urban Development. The purpose of sampling was to assess whether lead-based paint is present within the property. The survey was designed to determine if lead based paint was present in building materials that are being removed during renovation activities. The entire property was not inspected. Inspection was limited to areas that will be potentially disturbed during the proposed renovation.

The building components tested during the inspection included: walls and doors. The guidelines specify a positive determination of lead in paint when the lead content is equal to or greater than 0.50% by weight of lead. Any paint found to contain lead levels below the HUD standard is considered to be non-hazardous, regardless of condition.

NEGATIVE

Based on the results of the paint chip sampling, all four paint chip samples collected tested negative for lead below the regulatory limit of 0.50% by weight. The surfaces within this commercial structure are in good condition and are not considered to be "lead-based paint hazards".

2.0 Introduction

The subject property is a commercial property of brick construction with a flat roof system. The property was reportedly constructed in 1913 and is approximately 2000 sq ft in size. In the areas assessed, no air conditioning serves the structure and the interior walls and ceilings are brick and mortar. AirMD was retained to complete sampling based on a renovation. The agreed scope of work included collecting paint chip samples to determine if there is a presence of lead-based paint. The agreed sampling areas included sampling of the entire building.

Note, the site visit was specific to the scope of work described previously. The purpose of the report is to detail the findings. It is very important that the necessary time be taken to read the report in its entirety.

3.0 Methodology

Surface sampling and analysis were conducted in accordance with United States Environmental Protection Agency (E.P.A.) and United States Housing and Urban Development (HUD) guidelines as an individual component test for the presence of lead-based paint for the compliance of the 40 CFR Part 745 Lead Renovation, Repair and Painting Rule (RRP). All inspection procedures and sample collections were conducted in accordance with guidelines and in accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision). AirMD performed the following scope of work and sampling plan pursuant to discussions with the client(s) which included the following:

- Conduct a visual assessment of the accessible areas of the property for the presence of potential lead-based paint building components.

- Collect paint chip samples using a template of known size to collect the sample from the surface for analysis using the Environmental Protection Agency (EPA) SW-846 Test Method 3050B/7000B.

- Submit samples under chain of custody for analysis to Eurofins Built Environment Testing, in Cherry Hill, NJ, who is accredited through successful participation in the National Lead Laboratory Accreditation Program (NLLAP) and meets the requirements established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992. The laboratory analyzed the samples using Flame Atomic Absorption Spectroscopy (FLAA).

- Interpret the analytical results and compare the results to the U.S. Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) standard of 1.0 mg/cm^2 or 0.5% by weight as defined by Title X of the Housing and Community Development Act of 1992.

- Provide a written summary of results report.

4.0 Results

Based on the results of the paint chip sampling, all four paint chip samples collected tested negative for lead below the regulatory limit of 0.50% by weight. During the demolition process, materials hidden behind wall cavities or other enclosures may be uncovered which may require further testing not included in this report.

The surfaces within this residential structure are in good condition and are not considered to be "lead-based paint hazards". The employment of the lead precautionary standards of the rule is not required. The renovation, repair, or paint activity does not require the training requirements or safety controls under the RRP rule. Note, OSHA lead in construction standard 29 CFR 1926.62 does not recognize a threshold level for lead based paint in materials. Any work conducted with materials that have a presence of lead may be regulated by OSHA. It is the contractor's responsibility to determine compliance with the OSHA standard for workers safety and health.

Disclosure Responsibility

A copy of this report must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract.

Sincerely,

Thomas Lehner

Lead Paint Inspector
EPA Inspector Certificate Number LBP-I-I196863-2
Expiration date: 5/3/28
AirMD, Inc.

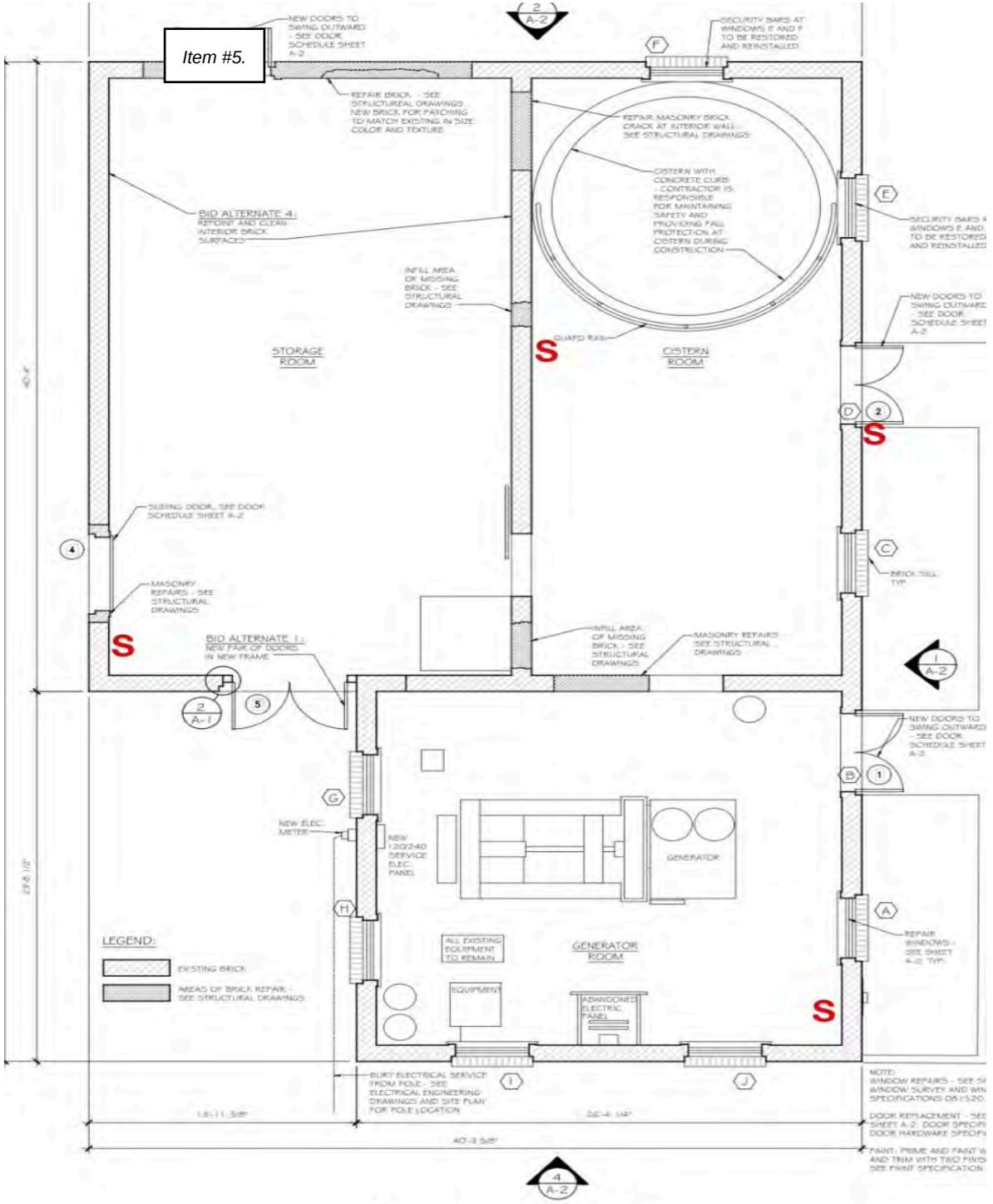
Limitations: AirMD's test results do not guarantee that the indoor environment is free from contaminates, gases, organisms or analytes sampled for. The customer understands that the there are limitations associated with the instrumentation used associated with accuracy, precision, and uncertainty. Additionally, further limitations are present because of sampling and measurement methods/procedures utilized in testing and measuring as well as any or all other factors such as environmental and climatic conditions. Control samples such as duplicates, blanks and comparison samples were all considered as part of the sampling plan and those implemented were based on the agreement with the client with considerations made relative to economic factors. The customer is aware that destructive testing was not performed and the customer understands that the assessment and testing/measurements completed, and the results generated as a result of the assessment and testing/measuring are representative of conditions found at the time and that conditions can change over time. Customer understands that the test results do not guarantee that the indoor environment is free from contaminates, gases, organisms or analytes sampled for. Customer herby acknowledges that microbiological growth reoccurs if the root cause or source of the growth is not remedied and that no investigation can absolutely rule out the existence of any microbiological growth at any given site. AirMD retains the right to supplement this report should additional information become available and/or further issues are discovered. AirMD reserves the right to assess the potential impact of the new information on the findings and to revise the report, if necessary, as warranted by the information or discovery. In some instances, as a service to the client, AirMD may provide advice with respect to selecting other such contractors and assistance in monitoring their performance. In no event will AirMD assume any liability or responsibility for the work performed by other contractors.

Customer understands that the testing/measuring or overall activities completed by AIRMD and their representatives does not generate or contribute to levels of contaminates, pollutants, toxins or hazardous substances. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AirMD as instruments of service shall remain the property of AirMD. AirMD shall retain all common law, statutory and other reserved rights, including the copyright thereto. AirMD is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless AirMD has an independent duty to report under applicable law. Except as otherwise specifically provided herein, AirMD makes no express or implied warranties or guarantees of any kind, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed. In no event shall AirMD be liable to Customer or any third party for any incidental, consequential indirect, special or punitive damages arising out of or in connection with the services to be performed by AirMD. In no event shall AirMD be liable to Customer or any third party for any amounts in excess of the amounts received by AirMD from Customer hereunder. For all other liabilities arising from or related to AirMD's services, AirMD's total obligation to client shall be to reperform its services that do not meet the standard of care related to the work scope completed.

AirMD's opinions as noted in the report are based on the findings and upon our professional experience with no warranty or guarantee implied. AirMD accepts no responsibility for interpretations or actions based on this report by others. The findings, results and conclusions as part of our assessment are only representative of conditions at the time of the AirMD visit and do not represent conditions at other times. This report is intended for your use only. Its data and content shall not be used or relied upon by other parties without prior written authorization of AirMD.

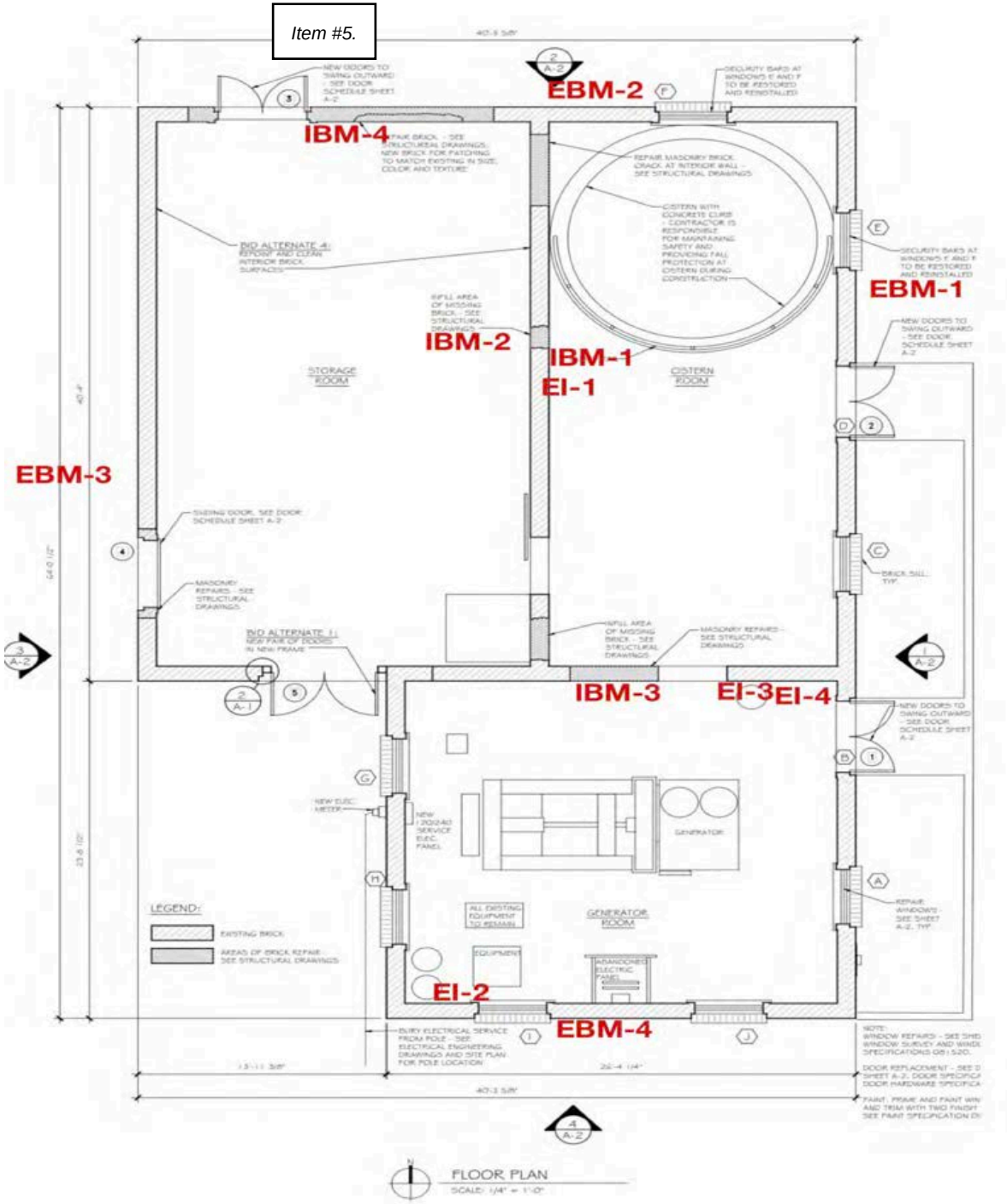
Appendix A

Floorplan



FLOOR PLAN
SCALE: 1/4" = 1'-0"

Legend
Sample Location



Legend
Bulk Sample Location

Appendix B

Photographic Documentation

(Selection of relevant photos supplied, entire photo file for the project is available upon request)








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Appendix C

Laboratory Results

eurofins | Built Environment Testing
iATL

9000 Commerce Parkway Suite B
Mt. Laurel, New Jersey 08054
Telephone: 856-231-9449
Email: customerservice@iatl.com

CERTIFICATE OF ANALYSIS

Client: AirMD
7700 Congress Ave Suite 1119
Boca Raton FL 33487

Client: AIR770

Report Date: 5/20/2026
Report No.: 722402 - Lead Paint
Project: City of Newberry Public Works
Project No.: 2601479-GC

LEAD PAINT SAMPLE ANALYSIS SUMMARY

Lab No.: 7898008 **Description:**
Client No.: S1 **Location:** External Paint Chip
Result (% by Weight): <0.0070
Result (ppm): <70
Comments:

Lab No.: 7898009 **Description:**
Client No.: S2 **Location:** Cistern Room Paint Chip
Result (% by Weight): <0.0063
Result (ppm): <63
Comments: ***

Lab No.: 7898010 **Description:**
Client No.: S3 **Location:** Storage Room Paint Chip
Result (% by Weight): 0.0057
Result (ppm): 57
Comments: ***

Lab No.: 7898011 **Description:**
Client No.: S4 **Location:** Generator Room Paint Chip
Result (% by Weight): <0.0075
Result (ppm): <75
Comments:

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 5/20/2026
Date Analyzed: 05/20/2026
Signature:
Analyst: Chad Shaffer

Approved By:
Frank E. Ehrenfeld, III
Laboratory Director

Dated : 5/20/2026 12:26:25

9000 Commerce Parkway Suite B
Mt. Laurel, New Jersey 08054
Telephone: 856-231-9449
Email: customerservice@iatl.com

CERTIFICATE OF ANALYSIS

Client: AirMD
7700 Congress Ave Suite 1119
Boca Raton FL 33487

Client: AIR770

Report Date: 5/20/2026
Report No.: 722402 - Lead Paint
Project: City of Newberry Public Works
Project No.: 2601479-GC

Appendix to Analytical Report:

Customer Contact:
Method: ASTM D3335-85a, US EPA SW846 3050B:7000B

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com
iATL Office Manager:wchampion@iatl.com
iATL Account Representative: House Account
Sample Login Notes: See Batch Sheet Attached
Sample Matrix: Paint
Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and ir our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by ASTM D3335-85a by AAS

Certification:
- National Lead Laboratory Program (NLLAP): AIHA-LAP, LLC No. 100188
- NYSDOH-ELAP No. 11021

This report meets the standards set forth in the EPA's National Lead Laboratory Accreditation Program (NLLAP) through the Laboratory Quality System Requirements (LQSR) Revision 3.0 November 5, 2007. All Environmental Lead Proficiency Analytical Testing (ELPAT) is through the AIHA-PAT established program.

Regulatory limit is 0.5% lead by weight (EPA/HUD guidelines). Recommend multiple sampling for all samples less than regulatory limit for confirmation.
All results are based on the samples as received at the lab. iATL assumes that appropriate sampling methods have been used and that the data upon which these results are based have been accurately supplied by the client.
Method Detection Limit (MDL) per EPA Method 40CFR Part 136 Apendix B.
Reporting Limit (RL) based upon Lowest Standard Determined (LSD) in accordance with AIHA-ELLAP policies.
LSD=0.2 ppm MDL=0.006% by weight. RL= 0.010% by weight (based upon 100 mg sampled).

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a complete list with highlighted disclaimers pertinent to this project. For a full explanation of these and other disclaimers, please inquire at **customerservice@iatl.com.**

Built Environment Testing
iATL

9000 Commerce Parkway Suite B
Mt. Laurel, New Jersey 08054
Telephone: 856-231-9449
Email: customerservice@iatl.com

CERTIFICATE OF ANALYSIS

Client: AirMD
7700 Congress Ave Suite 1119
Boca Raton FL 33487

Client: AIR770

Report Date: 5/20/2026
Report No.: 722402 - Lead Paint
Project: City of Newberry Public Works
Project No.: 2601479-GC

* Insufficient sample provided to perform QC reanalysis (<200 mg)
** Not enough sample provided to analyze (<50 mg)
*** Matrix / substrate interference possible.

< less than sign, signifies none-detected below the empirical value based upon sub-sampled mass. This is often below the Reporting Limit (see above).

Appendix D

Licenses/Certifications

United States Environmental Protection Agency

This is to certify that



Thomas Lehner

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 03, 2028

LBP-I-I196863-2

Certification #

February 18, 2025

Issued On

Adrienne Priselac, Deputy Director

Land, Chemicals & Redevelopment Division

Appendix E

Reference Documents

Environmental Protection Agency (EPA), Title X of the Housing and Community Development At of 1992.

Environmental Protection Agency (EPA) SW-846 Test Method 3050B: Acid Digestion of Sediments, Sludges, and Soils.

Environmental Protection Agency (EPA) SW-846 Test Method 7000B: Flame Atomic Absorption Spectrophometry.

US Department of Housing and Urban Development, 2011. U.S. Department of Housing and Urban Development, American Healthy Homes Survey: Lead and Arsenic Findings. April 2011.

Nationwide Locations
Locally Served

Corporate Headquarters:
7700 Congress Avenue
Suite 1119
Boca Raton, FL 33487

Limited Inspection and Testing for the Presence of Asbestos Containing Building Materials

Industrial Hygiene

IAQ/Mold Assessments

Water Loss Projects

Restoration Project Management

Post Remediation Testing

Building Science

Asbestos Surveys

Lead Inspections

Bacteria Testing

Allergen Sampling

Heavy Metals

Pesticide Testing

Volatile Organic Compound Analysis

Water Quality Testing

LEED Testing

Project Location:
City of Newberry Public Works
120 Northwest 260th Street,
Newberry FL, 32669

Prepared For:
City of Newberry
25493 Northwest 1st Avenue,
Newberry, FL 32669

Date: 5/21/26

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6.0 Closing Remarks

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Appendix C – Sample Plan

Appendix D – Photo Documentation

Appendix E - Licenses and Certifications

1.0 Executive Summary

AirMD is presenting the results of the limited inspection and testing for the presence of asbestos containing building materials. The objective of this project was to perform the inspection, conduct sampling and sample analysis to identify the presence of asbestos. This work scope was requested in anticipation of building material disturbance activities planned as part of a renovation project.

A site assessment and sampling were conducted on May 19, 2026. The site visit evaluated the visible and accessible areas as agreed upon with the client, and samples were collected accordingly. The information provided in this report is based on the agreed scope of work and includes the following areas: entire building.

From the site assessment, sampling and laboratory analysis, asbestos was not present in any of the samples collected from the site.

Please note that the sampling of building materials was limited to visible and accessible areas that are planned for building material disturbance as reported by the client. Hidden or inaccessible areas were not included in this work scope. If any materials not sampled in this report are encountered during disturbance activities, they should remain undisturbed until they have been tested and confirmed as non-asbestos containing material (ACM) through laboratory analysis. If such materials are accidentally disturbed, work should immediately cease. All ventilation systems should be turned off, the materials should be carefully covered to minimize fiber release, and AirMD should be contacted for further guidance.

2.0 Introduction

Asbestos is a naturally occurring, heat-resistant mineral fiber commonly used in various building and construction materials. All renovation/renovation projects must comply with the U.S. Environmental Protection Agency (EPA) Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP).

Prior to renovation or removal of material in a building, it must be determined if and how much asbestos is present at the site. This federal regulation is applicable, regardless of the age of the building or building material type, in all commercial properties, residential structures with five dwelling units or more (ex. condos, apartments), schools and residential properties that have been or will be converted into commercial space.

The Asbestos NESHAP does not apply to residential structures with four or fewer dwellings (i.e., apartments or single-family homes) if they are not part of a larger project. Some examples of the parties legally responsible for ensuring that an asbestos inspection is completed prior to renovation, or removal of material in a building include the property owner, condominium or Co-op board members, contractor and operator of the renovation project.

The property is a commercial property.

The client reported that the structure will be renovated resulting in the disturbance of building materials in some areas of the building. Specifically, it was reported and what could be verified onsite was the work scope will involve the restoration of a historical building resulting in the disturbance of interior ceilings and walls. As a result, AirMD conducted a limited building material inspection and testing for the presence of asbestos prior to renovation.

The scope of work included the following:

- Initial Planning and Scope Definition.
- Walkthrough and Visual Inspection.
- Sampling of Suspected Asbestos Containing Materials.
- Sample Submission to an Independent Accredited Laboratory.
- Laboratory Analysis of Submitted Samples.
- Hazard Assessment.
- Reporting.

3.0 Methodology

The purpose of the limited inspection and building material testing was to locate and identify Asbestos Containing Materials (ACM) within the building materials prior to renovation activities. The sampling protocol generally adheres to the guidelines established under the Asbestos Hazard Emergency Response Act (AHERA).

AirMD performed the following scope of work and sampling plan, as discussed, and agreed upon with the client(s):

- **Initial Planning and Scope Definition** – Determined the reason for the inspection and testing, identified the specific areas and materials to be inspected based on client needs and regulatory requirements.

- **Walkthrough and Visual Inspection** - A walkthrough of the applicable areas was conducted, along with a visual assessment of the accessible spaces to identify all relevant building materials and finishes.

- **Sampling of Suspected Asbestos Containing Materials** - Collected representative samples of suspect materials using appropriate tools and methods to avoid fiber release. Labeled each sample clearly and recorded its location, description, and condition.

- **Sample Submission to an Independent Accredited Laboratory with Laboratory Analysis** - Sample submission under chain of custody for analysis using Polarized Light Microscopy (PLM) in conjunction with dispersion staining as outlined in 40 CFR, Part 63, Subpart F dated January 1987. Analysis was conducted by Eurofins Built Environment Testing East, LLC, in Fort Lauderdale, FL, which is accredited for asbestos fiber analysis through successful participation in the National Voluntary Laboratory Accreditation Program (NVLAP) and meets the requirements of section 206(d) of Title II of the USC Chapter 15, TSCA as stated in 40 CFR 763 dated April 30, 1987.
- **Hazard Assessment** - Identify which materials are classified as ACMs based on laboratory findings.

- **Reporting** - Prepared a detailed report which includes description of the inspected areas, sampling locations and materials tested, laboratory results, and compliance guidance.

Bulk material sampling was conducted according to the following sampling plan:

Friable Surfacing Materials: Surfacing material is anything that is sprayed or troweled onto a surface. Friable surfacing materials, where encountered, are sampled based on the recommendations found in the EPA "Pink Book" entitled "Asbestos in Buildings: Simplified Scheme for Friable Surfacing Materials" (EPA document 560/5-85-030a). The number of samples collected is based on the total square footage of the homogenous area of the material and the material types.

Thermal System Insulation (TSI): Thermal system insulation is material used to insulate heating, ventilation and air conditioning pipes, tanks, and other building components. If present, samples are collected in a randomly distributed manner from each homogeneous area of TSI not assumed to be ACM. Samples are collected from each homogeneous area of patched TSI. Where cement or plaster is used on fittings such as tees, elbows, or valves, samples will be collected in such a manner sufficient to determine whether the material is ACM or not ACM.

Miscellaneous Materials: Miscellaneous materials are any other type of material that does not fall into the two categories above. This includes materials such as acoustical ceiling tiles, floor tiles and linoleum, wallboard, wire insulation, caulking sealants, draperies, etc. Suspected miscellaneous materials will be sampled in such a manner as to determine whether they contain asbestos or not. The number of samples collected of a given miscellaneous material will be left to the discretion of the inspector. A homogeneous area is defined as an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture. Homogeneous areas may be one room or location but also may be widespread in multiple rooms, areas of locations in a building. For this project, samples were determined by identifying the homogeneous areas and basing sampling locations upon these areas.

The non-suspect materials that were present included:
1) Glass
2) Metal

Note, within the areas/locations covered under this scope of work, there are areas which could not be accessed and were not visually inspected nor were materials therein sampled as a part of this building inspection. If any materials are encountered during disturbance activities that were not sampled in this report, the materials should not be disturbed until they have been sampled and identified as non-ACM through laboratory analysis.

4.0 Results

Suspected asbestos-containing materials that were present are listed below. Specific information regarding material type and number of samples collected are listed on the physical assessment form and chain of custody:

1 Wall Materials: Interior wall materials consisted of a brick and mortar system. Samples of the materials were collected, and asbestos was not detected in the materials.

2 Thermal System Insulation (TSI): TSI materials consisted of electrical insulation. Samples of the materials were collected, and asbestos was not detected in the materials.

The integrity of the data was supported by the quality control duplicate sample results.

5.0 Assessments of ACM

The above sampled materials are defined by the EPA-NESHAP regulation as non-asbestos containing materials; therefore, no assessment or abatement of the material is required.

6.0 Closing Remarks

Federal Law Section 61.145(c) of the Asbestos NESHAP requires that the local EPA representative's office be notified in writing at least 10 working days prior to the onset of the project. A notice of asbestos renovation must be completed, and the documentation can be obtained from:

https://floridadep.gov/air/permitting-compliance/forms/notice-renovation-or-asbestos-renovation

The Florida Department of Environmental Protection Northeast District can be contacted at 904-256-1566.

Limitations: AirMD was retained to perform a limited assessment in the building for asbestos containing building materials related to the proposed renovation areas only. Limited destructive testing is performed during a survey and the search is based on the limited areas accessible at the time of our visit and does not include materials that cannot be accessed. Our selection of sample locations and frequency is based upon our observations and the assumption that materials in the same area are homogeneous. As there are thousands of different building products recognized as asbestos-containing building materials, with the possibility of their presence on the project site, it cannot be conclusively stated that all have or could be identified.

AirMD's interpretations are limited to accessibility and instrumentation limitations. The purpose of this inspection was to identify asbestos-containing materials that may require special treatment prior to proceeding with the planned disturbance/renovation operation only. Because this inspection was conducted prior to a planned renovation operation, only those suspect asbestos-containing materials expected to be disturbed because of the disturbance activities were sampled and submitted to the laboratory for asbestos content. This inspection does not intend to have identified all the asbestos-containing materials present in the building.

The findings documented in the report are based on information available at the time of assessment and are limited to the work scope and areas covered under the work scope. Other areas of the building may differ to those assessed locations as part of this work scope and may differ and are not considered. AirMD's assessments and results do not claim or guarantee that all potential hazards and contaminants were assessed for. AirMD does not provide an opinion on whether the building is habitable, safe or provide a medical opinion between the relationship of potential health effects with any reported hazards and/or contaminants.

AirMD's opinions as noted in the report are based on the findings and upon our professional experience with no warranty or guarantee implied. AirMD accepts no responsibility for interpretations or actions based on this report by others. The findings, results and conclusions as part of our assessment are only representative of conditions at the time of the AirMD visit and do not represent conditions at other times. This report is intended for your use and your assigned representatives. Its data and content shall not be used or relied upon by other parties without prior written authorization of AirMD. Should additional information become available, we reserve the right to determine the impact, if any, of the new information on our opinions, conclusions, and recommendations, if necessary, as warranted by the discovery of the additional information.

AirMD used its best professional judgment and followed industry standards in completing the project. This report was prepared in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The results are valid at the time of sample collection and do not guarantee that conditions in the future will not cause changes.

Sincerely,

Gibran Casas

Gibran Casas
Certified Asbestos Inspector
Expiration date: 6/12/26
AirMD, Inc.
Florida Licensed Asbestos
Consulting Firm ZA429

Reviewed by,



Scott Russell
Florida Licensed Asbestos
Consultant AX66

Appendix A

Laboratory Results

eurofins | Built Environment Testing

Report for:

Simon Hahessy
AirMD
7700 Congress Ave Ste 1119
Boca Raton, FL 33487

Regarding: Eurofins Built Environment Testing East, LLC
Project: 2601479-GC; City of Newberry Public Works
EML ID: 4543683

Approved by:

Approved Signatory
Orestes Mendez

Dates of Analysis:
Asbestos PLM: 05-20-2026

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 200738-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing East, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing East, LLC
6340 NW 5th Way, Ft. Lauderdale, FL 33309
(866) 871-1984 www.eurofinsus.com/Built

Client: AirMD
C/O: Simon Hahessy
Re: 2601479-GC; City of Newberry Public Works

Date of Sampling: 05-19-2026
Date of Receipt: 05-20-2026
Date of Report: 05-20-2026

ASBESTOS PLM REPORT

Total Samples Submitted:	12
Total Samples Analyzed:	12
Total Samples with Layer Asbestos Content > 1%:	0

Location: IBM1, Internal Brick + Mortar Lab ID-Version‡: 22877612-1

Sample Layers	Asbestos Content
White Skim Coat	ND
Red Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: IBM2, Internal Brick + Mortar Lab ID-Version‡: 22877613-1

Sample Layers	Asbestos Content
White Skim Coat	ND
Red Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: IBM3, Internal Brick + Mortar Lab ID-Version‡: 22877614-1

Sample Layers	Asbestos Content
White Skim Coat	ND
Red Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing East, LLC
6340 NW 5th Way, Ft. Lauderdale, FL 33309
(866) 871-1984 www.eurofinsus.com/Built

Client: AirMD
C/O: Simon Hahessy
Re: 2601479-GC; City of Newberry Public Works

Date of Sampling: 05-19-2026
Date of Receipt: 05-20-2026
Date of Report: 05-20-2026

ASBESTOS PLM REPORT

Location: IBM4, Internal Brick + Mortar Lab ID-Version‡: 22877615-1

Sample Layers	Asbestos Content
White Skim Coat	ND
Red Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: EBM1, External Brick + Mortar Lab ID-Version‡: 22877616-1

Sample Layers	Asbestos Content
Red Brick	ND
Red Mortar	ND
Sample Composite Homogeneity:	Good

Location: EBM2, External Brick + Mortar Lab ID-Version‡: 22877617-1

Sample Layers	Asbestos Content
Red Brick	ND
Red Mortar	ND
Sample Composite Homogeneity:	Good

Location: EBM3, External Brick + Mortar Lab ID-Version‡: 22877618-1

Sample Layers	Asbestos Content
Red Brick	ND
Red Mortar	ND
Sample Composite Homogeneity:	Good

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
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Eurofins Built Environment Testing East, LLC
6340 NW 5th Way, Ft. Lauderdale, FL 33309
(866) 871-1984 www.eurofinsus.com/Built

Client: AirMD
C/O: Simon Hahessy
Re: 2601479-GC; City of Newberry Public Works

Date of Sampling: 05-19-2026
Date of Receipt: 05-20-2026
Date of Report: 05-20-2026

ASBESTOS PLM REPORT

Location: EBM4, External Brick + Mortar Lab ID-Version‡: 22877619-1

Sample Layers	Asbestos Content
Red Brick	ND
Red Mortar	ND
Sample Composite Homogeneity:	Good

Location: EI1, Electrical Insulation Lab ID-Version‡: 22877620-1

Sample Layers	Asbestos Content
Brown Wiring Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: EI2, Electrical Insulation Lab ID-Version‡: 22877621-1

Sample Layers	Asbestos Content
Brown Wiring Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: EI3, Electrical Insulation Lab ID-Version‡: 22877622-1

Sample Layers	Asbestos Content
Brown Wiring Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: EI4, Electrical Insulation Lab ID-Version‡: 22877623-1

Sample Layers	Asbestos Content
Brown Wiring Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing East, LLC
6340 NW 5th Way, Ft. Lauderdale, FL 33309
(866) 871-1984 www.eurofinsus.com/Built

Client: AirMD
C/O: Simon Hahessy
Re: 2601479-GC; City of Newberry Public Works

Date of Sampling: 05-19-2026
Date of Receipt: 05-20-2026
Date of Report: 05-20-2026

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Katelyn Carpi

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

CHAIN OF CUSTODY eurofins

www.eurofinsus.com/Built

Built Environment Testing

East: (866) 871-1984
Central (800) 651-4802
West: (866) 888-6653

004543683

WEATHER	Fog	Rain	Snow	Wind	Clear
LEVEL None					
Light					
Moderate					
Heavy					

REQUE

Non-Culturable			C		Other Requests
Spore Trap	Tape, Swab, Bulk		BioCassette [illegible] Swab, Water, Bulk, Dust, Soil Contact Plate		

CONTACT INFORMATION		
Company:	AirMD	Address: 7700 Congress Ave Suite 1119 Boca Raton, FL 33487
Contact:	labresults@airmd.com	Special Instructions:
Phone:	561-245-4500	

PROJECT INFORMATION			
Project ID:	2601479-GC		
Project Description:	City of Newberry Public Works		
Project Zip Code:	32669	Sampling Date/Time:	5-19-26 13:30
PO Number:		Sampled By:	Gibran Casas

TURN AROUND TIME CODES - (TAT)	
STD - Standard (3 days)	Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.
ND - Next Business Day (24 hr)	
SD - Same Business Day	
WH - Weekend/Holiday/ASAP	

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day, Temp, RH, etc.)	Spore Trap Analysis	Other biological particles - supplement	Direct Microscopic Exam (Qualitative)	Quantitative spore count direct exam	Dust Characterization	1-Media Surface Fungi (Genus ID + Asp spp.)	Culturable Air Fungi (Genus ID + Asp spp.)	Gram Stain and Counts (Culturable Air and Surface Bacteria)	Legionella culture	Total Coliform, E.coli (Presence/Absence)	QuantiTray-Sewage Screen	OTHER: (please specify test)	Asbestos in Air - PCM Airborne Fiber Count (NIOSH 7400)	Asbestos Bulk - PLM	Lead (Pb) - Flame AA	PCR (please specify test)	Allergens (please specify test)
IBM1	Internal Brick + Mortar	B	SD																X			
IBM2		B	SD																X			
IBM3		B	SD																X			
IBM4		B	SD																X			
EBM1	External Brick + Mortar	B	SD																X			
EBM2		B	SD																X			
EBM3		B	SD																X			
EBM4		B	SD																X			
EI1	Electrical Insulation	B	SD																X			
EI2		B	SD																X			
EI3		B	SD																X			
EI4		B	SD																X			

SAMPLE TYPE CODES			
BC - BioCassette	CP - Contact Plate	T - Tape	O - Other:
A1S - Andersen	ST - Spore Trap	SW - Swab	
SAS - Surface Air Sampler	B - Bulk	SO - Soil	
NP - Non-potable Water	P - Potable Water	D - Dust	

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
Gibran Casas	5-19-26 16:00		5/20/26 10:15

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at https://www.eurofinsus.com/environment-testing/built-environment/resources/sampling-guides-cocs-and-forms/

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Appendix B

Assessment Form

Physical Assessment of Suspect Containing Building Materials

Date: 5/21/26	Project Number: 2601479	Project Address: 120 Northwest 260th Street, Newberry FL, 32669
Structure Type: Commercial Property	# of Stories: 1	Project Type: Renovation
Total Square Footage:2,000	Inspector Name: Gibran Casas	

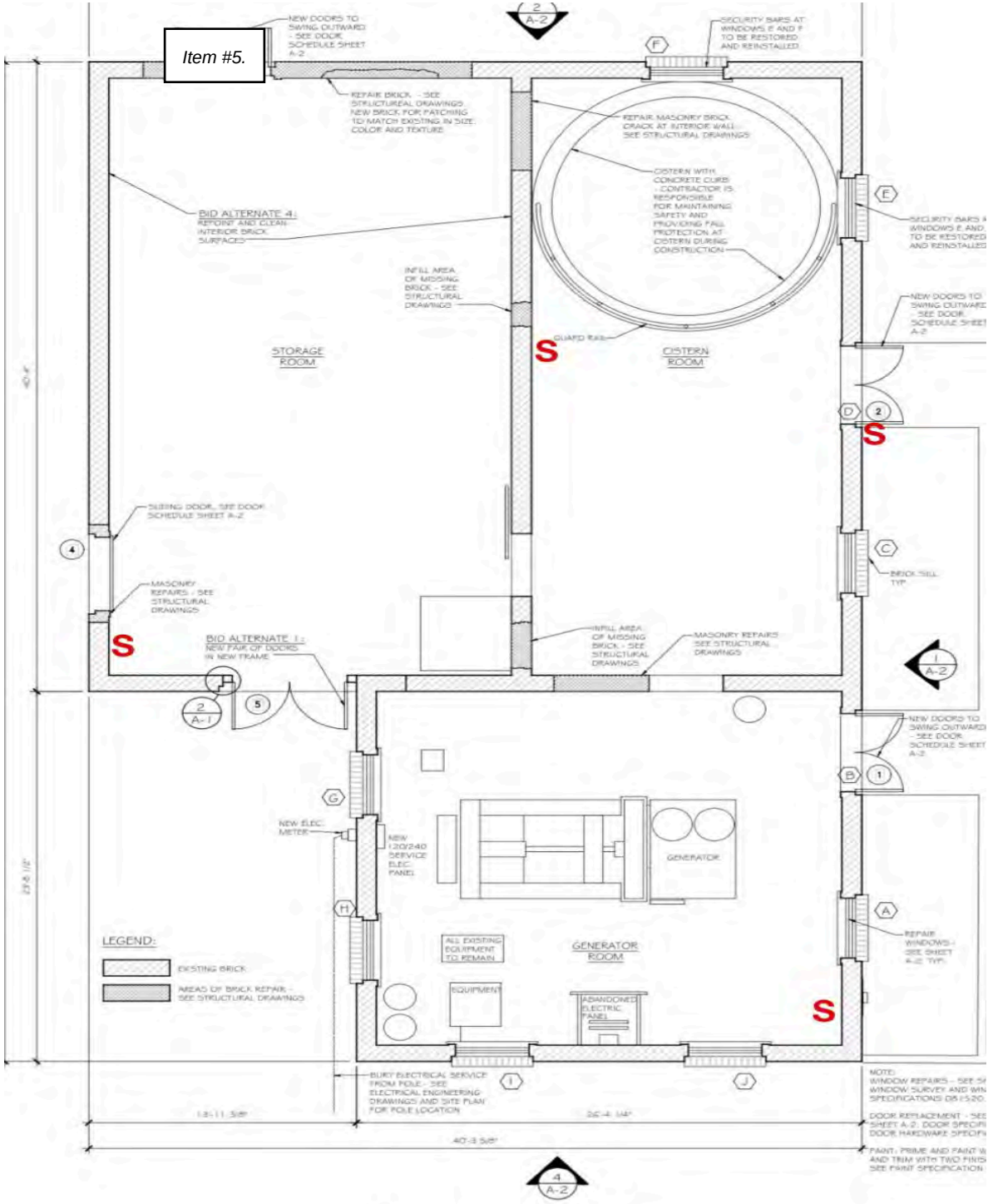
Potential ACM	Locations	ft²	ACBM Category	Friable	% Damage	Condition	Contact	Vibration	Air	Water	Damage Rating
Interior Brick with Mortar	Interior Walls	500	Misc.	N	75	P	H	L	M	H	4
Exterior Brick with Mortar	Exterior Wall	600	Misc.	N	55	P	H	L	M	H	4
Electrical Insulation	Electrical wires	75	Misc	Y	85	P	L	L	M	H	4

Legend

Friable	Condition	Contact/Vibration/Air/Water
Y:Yes	G:Good	H:High
N:No	F:Fair	M:Moderate
	P:Poor	L:Light

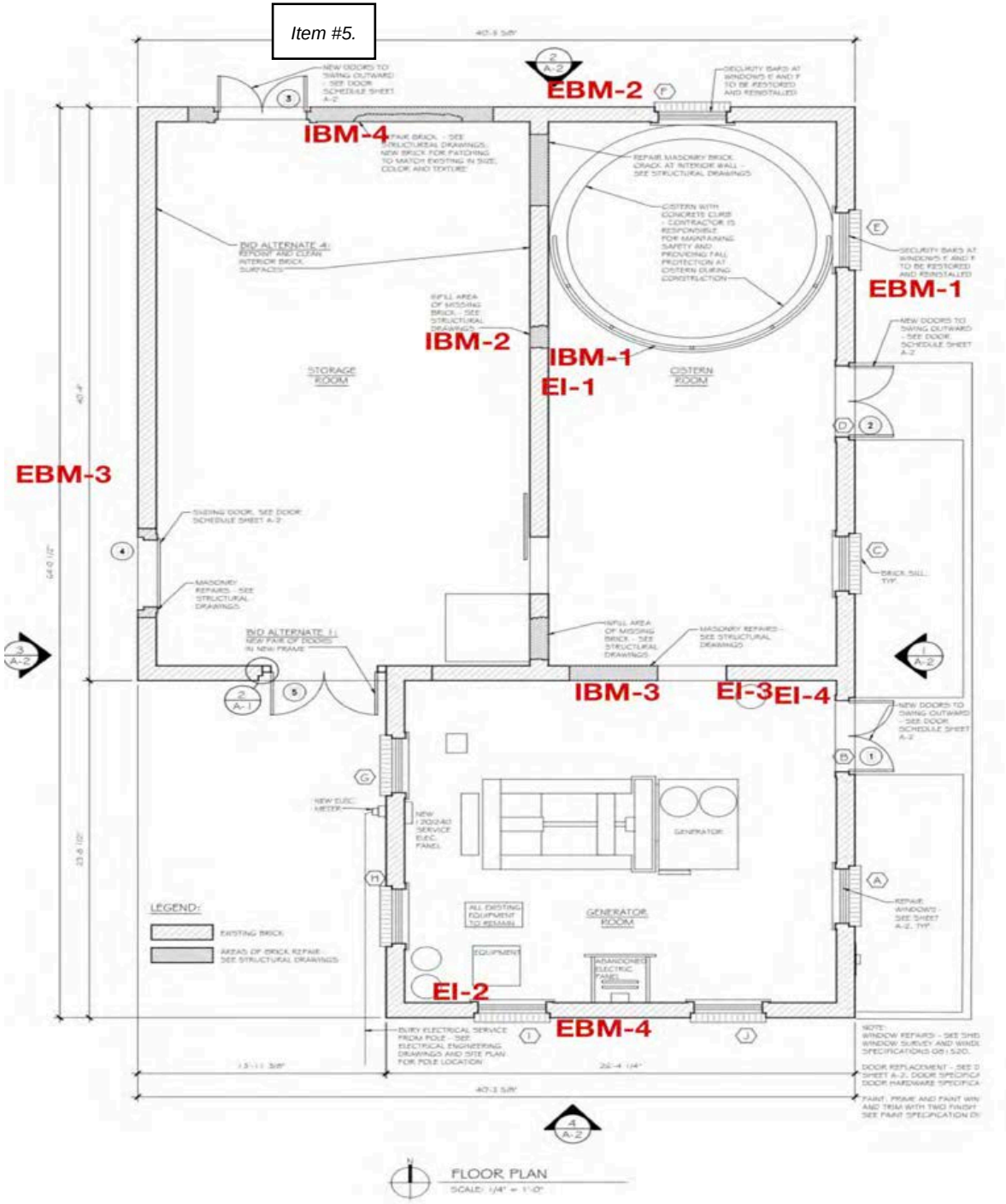
Appendix C

Sample Plan



FLOOR PLAN
SCALE: 1/4" = 1'-0"

Legend
Sample Location



Legend
Bulk Sample Location

Appendix D

Photo Documentation








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Appendix E

Licenses and Certifications

AIR ANALYTICS

certifies that

Gibran Casas

has attended and completed 24 hours of training from 6/10/25 to 6/12/25, and passed an examination covering the content of the asbestos accreditation under Section 206 of TSCA, 15 U.S.C. 2646

AHERA Facility Inspector Initial Training Course

In accordance with U.S.E.P.A. 40 C.F.R. 763 and in testimony whereof, we do confer this certificate in Winter Springs, Florida, June 12, 2025. Certificate expires 6/12/26.

Edward A. Nuñez, CIH, LAC
Course Director

AIR ANALYTICS III LAQ

Certificate # AA0612251I01
ID # 8095

Florida DBPR Course Provider #0001209, Florida DBPR Training Course #0006360
Air Analytics - 207 W State Road [illegible] Winter Springs, Florida 32708, 407/359-1974

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

AIRMD

SCOTT A RUSSELL
7700 CONGRESS AVE STE 1119
BOCA RATON FL 33487

LICENSE NUMBER: ZA429

EXPIRATION DATE: NOVEMBER 30, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/20/2025

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

RUSSELL, SCOTT A

ENVIRONMENTAL SAFETY CONSULTANTS INC
6400 MANATEE AVE W SUITE C
BRADENTON FL 34209

LICENSE NUMBER: AX66

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

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AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Newberry
25.h.sc.100.086

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Newberry hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 25.h.sc.100.086 for the Project "City of Newberry Historical Power Plant Rehabilitation," in the amount of $347,500 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3234, contained in the 2025 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "City of Newberry Historical Power Plant Rehabilitation," the public purpose for which these funds were appropriated.

   a) The Grantee shall perform the following **Scope of Work**:

   Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; upgrade electrical systems; install ADA parking, ramps, and sidewalks; and plumbing. Grant funds will also be used for architectural/engineering services.

   All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

   All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials, a project timeline, and an executed Restrictive Covenant filed with the County Clerk to the Division for review and approval.	One (1) digital copy of the professional architectural/engineering consultant credentials; One (1) digital copy of the project timeline; One (1) copy of the executed Restrictive Covenant filed with the County Clerk.	$86,875
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	One (1) digital copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	$86,875
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	One (1) digital copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	$86,875

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) digital copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$86,875
Totals				**$347,500**

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/26, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Harley Burgis
Florida Department of State
R.A. Gray Building
500 South Bronough Street

Tallahassee, FL 32399
Phone: 850.245.6393
Email: harley.burgis@dos.myflorida.com

For the Grantee:
Contact: Jane Sullivan
Address: 25440 W. Newberry Road Newberry Florida 32669
Phone: 352.722.3954
Email: jsullivan@newberryfl.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.

   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/ . **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to

perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Development Projects

1. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines available online at www.nps.gov/tps/standards.htm.

2. The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

3. Architectural Services

a. All projects shall require contracting for architectural services. Engineering services may also be required if determined necessary by the Division.

b. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

4. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval. All projects must produce the following:

a. Construction documents that reflect the complete scope of work as defined in section 1.a of this agreement

b. If construction documents are not appropriate (as determined by the Division), the grantee will have their architect, engineer, or contractor provide written material specifications for the tasks identified in the scope of work.

c. In the instance that some of the items identified in the scope or work do require drawings and others do not, the grantee will have their architect provide drawings for the scope items for the instances when it is required and have their architect, engineer, or contractor provide material specifications in instances when drawings are not required.

It should be evident in the drawings any and all alterations being made to historic buildings structures and sites. These final documents must include details of all repair work to historic fabric, including details on repair methodology and material, as well as all replacement materials for historic fabric that cannot be repaired. For development projects, details and product sheets for all exterior finishes (windows, doors, lighting, exterior wall material, etc.) and significant interior finishes (flooring, wall material, lighting, ceiling material and finish, etc.), must also be included.

5. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval **prior** to final execution. Procurement documentation supporting maximum open competition **must be** submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

6. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

a. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

b. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

c. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged. Significance is evaluated based on an evaluation of identity, age, location, and context in conjunction with their capacity to reveal information through the investigatory research designs, methods, and techniques used by archaeologists.

d. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interior's'Professional Qualification Standards for Archaeology*.

e. Documentation of archaeological investigation and required mitigation actions shall be submitted to the

Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

7. Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

8. Demolition of Historic Property: If a development project includes the demolition of whole structures on a property, historic or not, then the applicant must submit a detailed explanation as to why the structure is being demolished. If it is because the structure is structurally unsound, then an engineer's report may be requested. If the structure to be demolished is historic or contributing resource to the property, then the applicant must also submit a salvage report, detailing what, if any, of the building can be salvaged and how the applicant plans to reuse those materials.

10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting

period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) Total Compensation Paid to Non-Profit Personnel Report:

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

b) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

c) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).

d) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).

e) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).

f) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).

g) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).

h) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).

i) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The

Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;

c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;

d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

e) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;

f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties or applicable industry standards;

g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;

h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;

i) Entertainment, food, beverages, plaques, awards, or gifts;

j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;

l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);

o) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);

p) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

q) Accessibility improvements for Religious Properties;

r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));

s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate
threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);

t) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);

u) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)

v) Equipment

1. Purchase of all equipment directly or indirectly related to the project, is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools unless specific prior approval has been granted by the Division

2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;. Approved special equipment purchased with grant funds that cost more than $5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

w) Supplies that will not be consumed in use during the duration of this project;

x) Maintenance of boats, cars, trailers or other vehicles;

y) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project)

z) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and

aa) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:

    a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and

must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. **Accounting Documentation** For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:

a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.
c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

27. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

28. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

29. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will

not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

30. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

31. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

32. **No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:

a) No employee or applicant for employment engaged under this Agreement may be discriminated against becau of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status

33. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

34. **Termination of Agreement.**

a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and

shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.

a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.

b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:

1. Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

i. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not

exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices.

ii. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

2. Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.0(of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.

38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.

43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. **Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments.

Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

45. **Restrictive Covenants.** In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.

46. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement

b) Estimated Project Budget (Attachment A)

c) Single Audit Act Requirements and Exhibit I (Attachment B)

d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: _____
Alissa Lotane, Division Director

9/6/24
Date

Grantee:

By: _____
Authorizing Official for the Grantee

Dallas Lee, Assistant City Manager - Finance & Administration
Typed name and title

08/29/2024
Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Repair eight (8) windows	$42,000	$42,000	$0
Repair five (5) doors	$30,000	$30,000	$0
Repair masonry	$25,000	$25,000	$0
Upgrade electrical systems	$138,000	$138,000	$0
Install ADA parking, ramps, and sidewalks	$25,000	$25,000	$0
Plumbing	$60,000	$60,000	$0
Architectural/engineering services	$27,500	$27,500	$0
Totals	**$347,500**	**$347,500**	**$0**

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

    1. The Department of State through the https://dosgrants.com/ grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

    1. The Department of State through the https://dosgrants.com/ grants management system.

    2. The Auditor General's Office at the following address:

        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

        The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCESFOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, Acquisition, Restoration of Historic Properties Grants; CSFA Number 45.032. Award Amount: $347,500

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify thatthe amounts listedabove are trueand accurate andin accordance withthe approved budget.

Name:	
Signature:	
Title:	
Date:	

State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax:(850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000150
IRS Name: CITY OF NEWBERRY

Address: 25440 W NEWBERRY ROAD
NEWBERRY, FL
32669-0000

Attention Of: DONNA PONS
In Care Of: STAFF ACCOUNTANT II

Business Designation: Government Entity

Certification Statement:
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **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 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 (including U.S. resident alien)

Preparer's Name: DONNA PONS
Preparer's Title: STAFF ACCOUNTANT II
Phone: 3527223919
Email: DPONS@NEWBERRYFL.GOV

Date Submitted: 10/03/2022

Date printed from the State of Florida Substitute Form W-9 Website: 06/20/2023

City of Newberry

25.h.sc.100.086

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and City of Newberry, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for City of Newberry Historical Power Plant Rehabilitation. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; upgrade electrical systems; install ADA parking, ramps, and sidewalks; and plumbing. Grant funds will also be used for architectural/engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Amended Scope Of Work

Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; upgrade electrical systems; and plumbing. Grant funds will also be used for architectural/engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Repair eight (8) windows	$42,000	$42,000	$0
Repair five (5) doors	$30,000	$30,000	$0
Repair masonry	$25,000	$25,000	$0
Upgrade electrical systems	$138,000	$138,000	$0
Install ADA parking, ramps, and sidewalks	$25,000	$25,000	$0
Plumbing	$60,000	$60,000	$0

Description	Grant Funds	Cash Match	In Kind Match
Architectural/engineering services	$27,500	$27,500	$0
Totals	**$347,500**	**$347,500**	**$0**

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Repair eight (8) windows	$46,656	$46,656	$0
Repair five (5) doors	$37,656	$37,656	$0
Repair masonry	$33,422	$33,422	$0
Upgrade electrical systems	$138,000	$138,000	$0
Plumbing	$60,000	$60,000	$0
Architectural/engineering services	$31,766	$31,766	$0
Totals	**$347,500**	**$347,500**	**$0**

AUTHORIZATION

Dallas Lee, Interim City Manager

Authorized official for the Grantee

Alissa Lotane, Director

Authorized official for the Division

Authorized official Signature

03/26/2025

Date

Division Authorized official Signature

3/27/25

Date

City of Newberry

25.h.sc.100.086

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In consideration of the covenants contained herein, it is agreed:

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The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2024 - 06/30/2026

Amended Length of Agreement

7/1/2024 -12/31/2026

Additional Conditions

12. Grant Reporting Requirements:

i) Eighth Report is due by July 31, for the period ending June 30 (second year of the grant period).

j) Ninth Report is due by October 31, for the period ending September 30 (third year of the grant period).

l) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200.

AUTHORIZATION

Jordan Marlowe, City Manager

Authorized official for the Grantee

Alissa Lotane 4/17/26

Alissa Lotane, Division Director Date:

Jordan Marlowe (Apr 9, 2026 13:51:30 EDT)

Authorized official Signature

4-9-2026

Date:

City of Newberry

25.h.sc.100.086

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Amended Scope Of Work

Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; upgrade electrical systems; and plumbing. Grant funds will also be used for architectural/engineering services.

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Architectural/engineering services	$31,766	$31,766	$0
Totals	**$347,500**	**$347,500**	**$0**

AUTHORIZATION

Dallas Lee, Interim City Manager

Authorized official for the Grantee

Alissa Lotane, Director

Authorized official for the Division

Authorized official Signature | 03/26/2025 Date | Division Authorized official Signature | 3/27/25 Date

City of Newberry

25.h.sc.100.086

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i) Eighth Report is due by July 31, for the period ending June 30 (second year of the grant period).

j) Ninth Report is due by October 31, for the period ending September 30 (third year of the grant period).

l) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200.

AUTHORIZATION

Jordan Marlowe, City Manager

Authorized official for the Grantee

Alissa Lotane 4/17/26

Alissa Lotane, Division Director Date:

Jordan Marlowe (Apr 9, 2026 13:51:30 EDT)

Authorized official Signature

4-9-2026

Date:

City of Newberry

25.h.sc.100.086

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and City of Newberry, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for City of Newberry Historical Power Plant Rehabilitation. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; upgrade electrical systems; and plumbing. Grant funds will also be used for architectural/engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Amended Scope Of Work

Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; and upgrade electrical systems. Grant funds will also be used for architectural/engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Repair eight (8) windows	$46,656	$46,656	$0
Repair five (5) doors	$37,656	$37,656	$0
Repair masonry	$33,422	$33,422	$0
Upgrade electrical systems	$138,000	$138,000	$0
Plumbing	$60,000	$60,000	$0
Architectural/engineering services	$31,766	$31,766	$0

Description	Grant Funds	Cash Match	In Kind Match
Totals	**$347,500**	**$347,500**	**$0**

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Repair eight (8) windows	$58,444.11	$58,444.11	$0
Repair five (5) doors	$50,902.53	$50,902.53	$0
Repair masonry	$189,201.44	$189,201.44	$0
Upgrade electrical systems	$17,185.92	$17,185.92	$0
Architectural/engineering services	$31,766	$31,766	$0
Totals	**$347,500**	**$347,500**	**$0**

AUTHORIZATION

Dallas Lee, Assistant City Manager

Authorized official for the Grantee

fr Alissa Lotane, Division Director

Date: 7/8/2026

Authorized official Signature

Date: 6/18/2026

SCOPE OF WORK

Timeline for City of Newberry Historic Power Plant Restoration Project
Grant # 25.h.sc.100.086

Grant funds will be used to restore and renovate the historic power plant in Newberry. Work items include repair eight (8) windows; repair five (5) doors; repair masonry; and upgrade electrical systems. *All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.*

DESCRIPTION	START	COMPLETE
Contractor selection and approval	7/31/2026	8/10/2026
Notice to Proceed	8/12/2026	8/12/2026
Submittal of Certificate of Payment G702 and G703 Schedule of Contract Values showing **30%** completion; photographic documentation of installed project identification sign with Grant Funding Acknowledgement	8/13/2026	9/9/2026
Submittal of Certificate of Payment G702 and G703 Schedule of Contract Values showing **60%** completion;	9/10/2026	10/21/2026
Submittal of FINAL Certificate of Payment G702 and G703 Schedule of Contract Values showing **100%** completion to include all retainage amounts and all invoice documents	10/22/2026	**11/30/2026**
LOCI submittal of updated FMSF form and City submittal of 1 single audit form; all Paid Invoice documents; all Bank Records showing paid; EFT; and NOD	12/1/2026	12/31/2026

TIMELINE

Task	Duration	Start	End
PRECONSTRUCTION			
Manpower & Material Procurement	**73 days**	8/11/2026	11/27/2026
Subcontractor Scope Review	3 days	8/11/2026	8/14/2026
Sub-Contractor Contracts	3 days	8/17/2026	8/20/2026
Submittals	5 days	8/21/2026	8/27/2026
A/E Submittal Review	10 days	8/28/2026	9/11/2026
Door and window submitttal review by DOS	10 days	8/28/2026	9/11/2026
Shop Drawings and Submittals	15 days	9/14/2026	10/2/2026
Electrical Package	30 days	9/14/2026	10/22/2026
Standard Package Submittals	25 days	9/14/2026	10/16/2026
Carefully Remove Existing Windows/Doors	3 days	8/25/2026	8/28/2026
Door & Window Reconstruction & Hardware	12 weeks	8/24/2026	11/6/2026
CONSTRUCTION (less Thanksgiving & Christmas)	**31 Days**	11/9/2026	12/31/2026
Mobilization	1 Day	11/9/2026	11/9/2026
Bury Electric lines & Install Meter	3 Days	11/10/2026	11/13/2026
Brick Demo & Temp Shoring	7 Days	11/10/2026	11/19/2026
Install Panel & Outlets	3 Days	11/16/2026	11/19/2026
Masonry Repairs	20 Days	11/20/2026	12/18/2026
Door & Window Restoration On-Site	10 Days	11/20/2026	12/4/2026
Install Windows & Doors	5 Days	12/7/2026	12/11/2026
Electrical Inspection	1 Day	11/20/2026	11/20/2026
Final Cleaning	1 Day	12/18/2026	12/18/2026
Life Safety/Final Inspections	2 Days	12/21/2026	12/23/2026
Substantial Completion	0 days	12/18/2026	12/18/2026
Punch List	10 days	12/18/2026	12/28/2026
Final Completion	-	12/28/2026	12/28/2026

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CERTIFICATION OF BIDS

ITB 2026-09, Restoration of the Historic Newberry Power Plant

I hereby certify that on June 9, 2026, at 2:00 pm EST on Microsoft Teams Webinar Bid Opening, https://events.teams.microsoft.com/event/76cec8e8-c82a-4688-9aff-428ca90b40c3@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb, in a properly advertised public meeting, Stephanie Puhalla, Purchasing Specialist, called for opening and receiving of proposals.

GENERAL CONTRACTOR (Bidder)	BASE BID AMOUNT	BID ALT. 1	BID ALT. 2	BID ALT. 3	BID ALT. 4
Delrich Construction Inc	$ 377,909	$ 28,600	$ 10,400	$ 105,300	$ 105,300
Scorpio	$ 484,007	$ 35,000	$ 20,000	$ 105,000	$ 105,000

- **Bid Alternate 1:** State the amount to be added to the Base Bid to install swinging double doors at door #5.
- **Bid Alternate 2:** State the amount to be added to the Base Bid to install new interior and exterior lighting.
- **Bid Alternate 3:** State the amount to be added to the Base Bid to repoint and clean all exterior brick surfaces.
- **Bid Alternate 4:** State the amount to be added to the Base Bid to clean and repoint all interior brick surfaces.

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Bids were referred to staff for review, compliance, and final bid tabulations.

Bid opening witnessed by: _____ 6/9/20.

Public attended as indicated on the sign-in sheet.

Stephanie Puhalla
Purchasing Specialist

File Attachments for Item:

6. CountryWay II Rezoning to Planned Residential Development Ord. No. 2026-24/LDR 24-26.

First Reading, Quasi-Judicial Hearing for an ORDINANCE NO. 2026-24/Petition# LDR 24-26 of the City of Newberry, Florida, amending the official zoning atlas by changing the zoning district from Agricultural to Planned Residential Development (PRD) on approximately 160 acres (tax parcel no. 02539-001-000) located at 23717 SW 15th Avenue; adopting land development regulations for the development commonly referred to as "CountryWay II"; providing for exclusion from codification, correction and directions to the city manager; providing a severability clause; providing a repealing clause; and providing directions to the clerk and an effective date.

Commission Agenda Item

Meeting Date: August 10, 2026

Title: CountryWay II Rezoning to Planned Residential Development Ord. No. 2026-24/LDR 24-26.

First Reading, Quasi-Judicial Hearing for an ORDINANCE NO. 2026-24/Petition# LDR 24-26 of the City of Newberry, Florida, amending the official zoning atlas by changing the zoning district from Agricultural to Planned Residential Development (PRD) on approximately 160 acres (tax parcel no. 02539-001-000) located at 23717 SW 15th Avenue; adopting land development regulations for the development commonly referred to as "CountryWay II"; providing for exclusion from codification, correction and directions to the city manager; providing a severability clause; providing a repealing clause; and providing directions to the clerk and an effective date.

Agenda Section: Public Hearings and Ordinances

Department: Community Development Department

Strategic Goal/Objective: GOAL D.3
A strong, diverse local economy

Presented By: Stacey Hectus, AICP, Community Development Director

Recommended Actions: Approve, Approve with Conditions or Deny Ordinance 2026-24/LDR 24-26.

Summary:
A request from NV5 Global Inc., agent, on behalf of COUNTRYWAY II LLC, owner, to change the zoning district from Agricultural (A) to Planned Residential Development (PRD) for 500 residential homes known as CountryWay II, Parcel ID No. 02539-001-000, generally located at the southwest corner of SW 15th Avenue and SW 234th Terrace, approximately 1/2 mile east of State Road 45. Analysis of this request is provided in the attached Application and Staff Report. This rezoning application is a companion item for an adopted large-scale future land use map amendment from Mixed Use to Residential, Low Density (4 du/ac) for the same property.

Prior Commission Action/Direction:
The City Commission previously adopted the City's Strategic Plan, which includes support for a strong, diverse local economy. Additionally, the City Commission approved the land use change from Mixed Use to Residential Low Density (4 DU/AC) at their August 25, 2025 meeting via Ordinance 2025-09/CPA 24-

12. This request is the companion rezoning.

Fiscal Impact: There are no direct expenditures associated with the approval of this request. If approved and subsequently developed, the project is expected to generate future revenues to the City through impact fees, building permit fees, utility connection fees, property taxes, and other applicable development-related fees.

Attachments:

1. Business Impact Estimate
2. Draft Ordinance 2026-24/LDR 24-26
3. Staff Report
4. Application

Business Impact Estimate

This form must be included in the agenda packet for the item under which a proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. Please contact the City Clerk's office for procedural assistance.

ORDINANCE NO. 2026-24
Petition# LDR 24-26

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS BY CHANGING THE ZONING DISTRICT FROM AGRICULTURAL TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ON APPROXIMATELY 160 ACRES (TAX PARCEL NO. 02539-001-000) LOCATED AT 23717 SW 15TH AVENUE; ADOPTING LAND DEVELOPMENT REGULATIONS FOR THE DEVELOPMENT COMMONLY REFERRED TO AS "COUNTRYWAY II"; PROVIDING FOR EXCLUSION FROM CODIFICATION, CORRECTION AND DIRECTIONS TO THE CITY MANAGER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING DIRECTIONS TO THE CLERK AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If no boxes are checked below, this means the City is of the view that a business impact estimate is required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

1 See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If any box is checked above, a Business Impact Estimate is not required.

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Community Development Rezoning

Staff Report

Date: May 4, 2026

Project: LDR 24-26 CountryWay II Planned Residential Development companion Rezoning including Preliminary Development Plan and Development Order

Location: Parcel ID: 02539-001-00; generally located at the southwest corner of SW 15th Avenue and SW 234th Terrace, approximately 1/2 mile east of State Road 45

Acres: 160

Current Future Land Use : Residential, Low Density

Current Zoning: Agricultural

Proposed Zoning: Planned Residential Development (PRD)

Located within the Urban Service Area: YES

Introduction

NV5 Global Inc. ("Agent"), on behalf of COUNTRYWAY II LLC ("Owner"), is requesting approval of rezoning a 160 acre site generally located at the southwest corner of SW 15th Avenue and SW 234th Terrace, approximately 1/2 mile east of State Road 45 (Parcel No. 02539-001-000). The subject property has an existing zoning designation of Agricultural (A), and a future land use designation of Residential, Low Density (4 du/ac). The Agent is requesting rezoning to Planned Residential Development (PRD). The property is located within the Urban Service Area.

Background/History

The Property currently hosts a variety of agricultural uses including, but not limited to, field crops, cattle pastures, and a rural residence. The Owner proposes 500 single-family dwelling units. The proposed housing type is detached single-family residence, which dominates the housing type offered by developers in the City.

The Property is located within the Urban Service Area which allows for land use and zoning designations which encourages suburban/urban development patterns and requires such services as potable and wastewater connections, improved road

surfaces, multi-modal facilities, as well as solid waste removal and other municipal services. Nonresidential Components are not associated with this project.

Planned Residential Development (PRD) District

The Planned Residential Development (PRD) district, (a) is a concept which requires land to be under unified control, planned and developed as a whole in a single development or approved, programmed series of developments for dwelling units and related uses and facilities; (b) is a plan which, when adopted, becomes the Land Development Regulations for the land to which it is applied; (c) includes principal and accessory structures substantially related to the character of the development itself and the surrounding area of which it is a part; and (d) is a concept which, when implemented, allows for development according to comprehensive and detailed plans which include not only streets, utilities, building sites, and the like, but also site plans and elevations for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses, and improvements on the land as related to the buildings.

The PRD zoning district per Appendix B, Article 4. Zoning Regulations, Section 4.20 PRD Planned Residential Development has criteria related to the purpose and intent of the district that all PRD plans should follow. See criteria listed below:

> *4.20.1. Districts and intent. The PRD Planned Residential Development category includes one zone district: PRD. The purpose of this district is to permit planned residential developments, which are intended to:*
>
> *(1) Encourage the development of planned residential development of land;*
>
> *(2) Encourage flexible and creative concepts of site planning;*
>
> *(3) Preserve the natural amenities of the land by encouraging scenic and functional open areas;*
>
> *(4) Accomplish a more desirable environment than would be possible through strict application of the minimum requirements of these Land Development Regulations;*
>
> *(5) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and*

(6) Provide a stable environmental character compatible with surrounding areas.

Staff has provided the criteria above and the application meets the requirements for application of a PRD via Appendix B, Article 4, Section 4.20. Per Section 4.20.6 (2.) the Planning and Zoning Board shall make a recommendation to the city commission.

Development standards

Permitted Uses

The following principal uses and accessory uses are permitted in this PRD. Any use not listed is prohibited.

1) *Principal Uses*: 1. Residential dwellings including conventional single-family dwellings, duplex dwellings, and multiple-family dwellings; and 9. Tiny Home Neighborhoods, as defined in Section 2.1 and regulated in accordance with Section 4.2.42.
2) *Accessory Uses*: On-site signs.

Density and Intensity

1) *Total Site Area* = ±160 acres
2) *Net Residential Acreage* = ±136 acres

Gross Density = 3.14 du/ac

Dimensional and bulk restrictions

Minimum lot size and setback regulations are provided in two different formats for the single-family and single-family attached. See table below. The applicant has submitted a revised Preliminary Development Plan (see Attachment A) with a revised table of Development Standards. The revised table reduced the Rear Setback for Detached Single Family units from 10 feet to 3 feet. This revision will be problematic for future residents who may desire a pool.

DEVELOPMENT STANDARDS			
SINGLE-FAMILY DETACHED:		SINGLE-FAMILY ATTACHED/TOWNHOME:[2]	
LOT AREA, MIN. (SQ FT)	3,500	LOT AREA PER UNIT, MIN. (SQ FT)	1,000
LOT WIDTH, MIN. (FT)	35	LOT WIDTH, MIN. (FT)	n/a
LOT COVERAGE, MAX.	85%	LOT COVERAGE, MAX	90%
FRONT SETBACK, MIN. (FT)	20	FRONT SETBACK, MIN. (FT)	10
SIDE SETBACK, MIN. (FT)	3-5	SIDE SETBACK, MIN. (FT)[1]	0
REAR SETBACK, MIN. (FT)	3	REAR SETBACK, MIN. (FT)	3
STRUCTURE HEIGHT, MAX (FT)	35	STRUCTURE HEIGHT, MAX (FT)	35

[1] MINIMUM BUILDING SEPARATION FOR ALL STRUCTURES SHALL BE DICTATED BY FLORIDA BUILDING CODE (FBC);
[2] MAXIMUM UNITS WITHIN THE SINGLE-FAMILY ATTACHED STRUCTURES SHALL NOT EXCEED SIX (6) UNITS.

Open space: At least 15% of the area within a Final Development Plan shall be usable, common open space owned and managed in accordance with Section 4.21.12. Not more than one-half of the total common open space area may be in a floodplain, buffer area, and/or water bodies.

Concurrency/Mitigation

Established in Appendix B, Article 14, Sections 14.13.6.2 and 14.14 of the City's Code of Ordinances, "There are certain development approvals that are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. These development approvals are land use amendments to the comprehensive plan and rezoning requests. Those development approvals shall receive a nonbinding concurrency determination;" and "the city commission shall use the level of service standards listed within the elements of the comprehensive plan for making concurrency determinations."

Staff has provided a summary of concurrency issues identified by City staff that have not been addressed in a mutually agreed upon development order. Due to the scale of the development, additional data and time to evaluate its impacts are necessary. Staff acknowledges that each phase of development as presented in the petition represents a varying degree of impact on state and local services, facilities, and resources and that each phase will be most appropriately evaluated at which time failures have been identified. Staff also acknowledges that this petition is an opportunity to collaborate with the developer or their designee on a master planned community opposed to a piecemeal development that expands gradually over time.

The statements below represent a need for additional data and analysis as well as a plan, mutually agreed upon between the City and the Developer to identify either thresholds or phases at which certain data, analysis, and/or improvements will be necessary.

School. The Alachua County School Board is aware of the PRD and will incorporate into their 5/10 year facility plan.

Water. Extension of lines, on and off-site shall be the responsibility of the Developer. Securing land or easements for off-site waterline extensions shall be the responsibility of the Developer.

Wastewater. Extension of lines, on and off-site shall be the responsibility of the Developer. Securing land or easements for off-site sewer line extensions shall be the responsibility of the Developer. For all proposed development, capacity is reserved on a first-come, first-served basis. To reserve wastewater capacity, the Developer has entered into the necessary Wastewater Capacity Development Agreement.

Traffic. Multimodal impact fees will be collected at time of permit.

The PRD will access US Highway 27, 41 / SR 45 via the applicant's CountryWay Town Center PD, which abuts the Subject Property to the west. Direct access to SW 15th Avenue will also be provided. Modifications to existing roadways will be assessed during site and development plan review based on a traffic study. Modifications required to serve on-site uses, as well as any requisite roadway improvements identified by the traffic study, will be the responsibility of the developer and may be addressed through land dedication, the provision of new facilities, and/or a proportionate share agreement.

Parks. Private neighborhood parks are required within ½ mile of everyone home. The City has not adopted a concurrency/impact fee for local parks. Additional concurrency requirements may be exacted at the review of each phase.

Open Space. A minimum of 15% open space shall be provided for the benefit of the future residents. Not more than 50% (as stated in the LDRs) may be utilized for stormwater. Buffer areas may not be included in the open space calculations for the purposes of satisfying the 15% minimum requirement.

Phasing

The Agent proposes 500 dwelling units over a 12-year period.

Development Plans

Attachment A of this staff report is the Preliminary Development Plan for the CountryWay II PRD. It is basic in nature and displays the general development pattern for residential and the proposed roadway system.

Agency Review

This petition has been reviewed by the municipal reviewing agencies, as well as Florida Department of Transportation, and no objections have been made to this request. Concurrency for impacts to roadways, potable water, wastewater, recreation, solid waste and public open space will be determined at time of development plan review.

Compatibility

Staff reviewed this petition for compatibility with the goals, objectives, and policies of the comprehensive plan and compliance with Appendix B of the City of Newberry Code of Ordinances entitled Land Development Regulations. The Property is located within the Urban Service Area. The PRD provides suburban levels of density and intensity. Sufficient buffering should be established in the Development Order for abutting agricultural properties. Concurrency will be handled on a phase-by-phase basis through mitigation measures and impact fees. Infrastructure capacity must be increased to provide sufficient services to the PRD at build-out, however, those expansions of facilities, services, or resources will be assessed and exacted prior to the commencement of each new phase.

Findings

The PRD is located within the Urban Service Area at densities and intensities appropriate for a suburban area. The PRD conceptually complies with the Land Development Regulations and shall be further reviewed for compliance as more detailed plans are submitted with each Final Development Plan with each phase. Staff finds the petition is consistent with the City of Newberry Comprehensive Plan and Land Development Regulations.

Prepared by: Lauren Yeatter, AICP, Community Development Department, May 4, 2026



COUNTRYWAY II OF NEWBERRY

Planned Residential Development (PRD) Rezoning

Prepared for:
City of Newberry Planning & Economic Development Department

Prepared on behalf of:
Norfleet Construction Group, LLC

Prepared by:
CHW, an NV5 Company

PN# 24-0509
N:\2024\24-0509\Departments\02_Planning\Reports\RPT 241024 PRD Rezoning CountryWay II.docx

Application Package
Table of Contents

1. **Cover Letter**
2. **Rezoning Application**
3. **Property Owner Affidavit**
4. **Legal Description and Partial Boundary Survey**
5. **Deed, Property Appraiser Datasheets, and Tax Records**
6. **Justification Report**
7. **Map Set**
8. **PRD Plan Set: PRD Preliminary Master Plan and Preliminary Master Utility Plan**

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February 6, 2025

Ms. Stacey Hectus, Planning and Economic Development Director
City of Newberry
25815 SW 2nd Avenue
Newberry, FL 32669

RE: CountryWay II of Newberry – Resubmittal: Large-scale Comprehensive Plan Amendment (Ls-CPA) and Planned Residential Development (PRD) Rezoning Applications *[Digital Submittal]*

Dear Stacey,

The following are responses (in **bold**) to the City of Newberry comments received January 16, 2025, pertaining to the Large-scale Comprehensive Plan Amendment (Ls-CPA) and Planned Residential Development (PRD) Rezoning applications for CountryWay II Planned Residential Development (PRD). Where appropriate, responses are reflected in the applications and supporting materials as indicated below:

Application Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

1. Advisory: The impact analysis for both the future land use map amendment and rezoning petitions utilize identical impact analysis, therefore, these comments shall apply to both applications.

   RESPONSE: No response necessary.

2. Advisory: This office does not conduct public record searches. This petition was submitted without an title opinion. Omitted title encumbrances, relevant and necessary information, and/or conflicts which exist and invalidate a part or all of this petition or those comments provided by the City of Newberry ("City") staff in regards to this petition shall be the onus of owner and agent to resolve.

   RESPONSE: Land use applications do not require title opinions as they analyze a change in land use, not the carving up of lots for the purpose of purchase and sale or for recording boundary-specific covenants. At the time of plat approval, the City typically requires a plat title opinion.

3. Advisory: It is incumbent upon the agent and owner to disclose or otherwise ensure all purchasers or owners with interest in the property or the petition have either waived objection to the petition as presented to the City or join the application.

   RESPONSE: All parties with a protected property interest are joined in the application.

4. Advisory: The Agent disclosed that Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. ("Stearns Weaver"), legal counsel for Edward Dudley "Tripp" Norfleet, is participating or providing legal advice and counsel on the petition. If this is the case, provide an

affidavit or letter from the property owner authorizing Stearns Weaver to represent the owner, agent, or other party with interest related to the petition or property.

RESPONSE: The applicant's chosen counsel is proprietary to the applicant, and it is not necessary to obtain any such affidavit or letter. The City may not interfere in the attorney-client relationship.

5. The impact analysis relies on vested entitlements and purports an equivalent level of development. A vested rights determination petition must be submitted and a certificate must be issued by the City prior to scheduling the petition for public hearing (ref. Appendix B, Article II, Section 2.4). Contact our office to schedule a pre-application meeting. An application will not be accepted without a pre-application meeting being completed.

   RESPONSE: The impact analysis does not assert there is a "vested rights" certificate. There is no necessity for additional process to "vest" an existing land use; the classification appears on the City's Future Land Use Map.

   Rather, it is required by §163.3184 (4)(e)(3)(c), Florida Statutes, for the Municipality to transmit the Future Land Use map designating the parcel and professionally accepted methodology to analyze the differential in impacts between what the proposed land use, if approved, authorizes by way of density and intensity against the impacts of maximum theoretical development under the existing Future Land Use classification.

6. Pursuant to Section 14.13.3 and .6, a concurrency review must be conducted by the City prior to scheduling the petition for public hearings for the development permit. Contact our office to schedule a pre-application meeting. An application will not be accepted without a pre-application meeting being completed.

   RESPONSE: As previously discussed with the City, a formal concurrency determination is premature at the land use amendment stage, principally because it is unknown prior to the City Commission vote what density or intensity may be approved on a specific piece of property. Rather, a planning level impacts analysis assuming development at the theoretical maximum density and intensity facilitated by the proposed land use classification is all that is required.

   Under Florida law, this serves as an "early warning" to both the applicant and the City of significant gaps in the availability of public infrastructure for which a Level of Service (LOS) has been adopted. For example, a trip generation analysis is required at the land use stage, not an engineered traffic study.

   If the comment refers only to the development plan review stage of approvals, the applicant agrees that a concurrency analysis is appropriate at that point. In either event, a "pre-application meeting" is unnecessary as the planning level analysis has been included in the plan amendment application documents.

7. Page 11 of PDF, the affidavit for payment of fees incurred, notary must check whether notary was completed online or by physical presence.

   RESPONSE: The Affidavit for Payment of Fees has been updated.

8. Page 23 of the PDF, Justification Report Page 1, provides a net acreage of 159.03 for the entire site. The boundary survey, property appraiser, and the justification report all provide different net areas of the property. Clarify via the boundary survey and update all other documents referencing the net acreage accordingly.

   RESPONSE: The boundary survey reflects a portion of the subject property and is submitted with a full legal description which describes the overall ±159.03 subject parcel. Geographic Information System (GIS) maps have been updated accordingly. As is professionally known, Property Appraiser approximations, by GIS, or short form legal descriptions, are not for reliance and are provided for information only.

9. In the Justification Reports, provide the gross and net acreage of the property for the purposes of calculating maximum potential density.

   RESPONSE: The Gross Acreage is provided because density is calculated based on gross acreage, not net acreage.

10. Page 26 of PDF, Justification Report, Page 4, Paragraph 2 describes the proposed development as providing housing for different price points and age ranges. Are age-restricted or affordable housing units proposed? If so, provide supporting information. If not, provide clarification language that all units will be "market rate" to avoid confusion with State and City initiatives to provide affordable and age-restricted housing.

    RESPONSE: No age-restrictions nor affordable housing, as defined by the University of Florida Shimberg Center for Affordable Housing is proposed. All proposed housing units will be market rate.

11. If available, provide a proforma or market analysis performed to justify and demonstrate the local need for additional detached single-family residences in a tract home setup.

    RESPONSE: A showing of "need" for a plan amendment is not required under Florida law and has not been since the repeal of Rule 9-J.5, Florida Administrative Code.

12. Address the following traffic impacts in the analysis for evaluation by City (a consultant may:
    a. The condition and classification of Southwest 15 Avenue to support the proposed levels of traffic.
    b. A pattern has been identified through the U.S. Census Jobs report that a gross majority of new homebuyers in the City of Newberry are employed in the City of Gainesville, which will result in a majority of trips being distributed to Southwest 15 Avenue to avoid traffic at the intersection of US27/41 and SR26.
    c. Construction of the required improvements will further encourage drivers to utilize Southwest 15 Avenue.
    d. Heavy traffic conditions in the AM and PM peak hours as well as during drop-off and pick-up times for the elementary, middle, and high schools will further at the intersection of US27/41 and Southwest 15 Avenue.
    e. Misalignment of Southwest 15 Avenue at the intersection of US27/41 and impacts on left turn movements for westbound traffic turning southbound at same.

RESPONSE: This level of detailed transportation analysis is not possible or cost-efficient at the plan amendment stage because it is unknown prior to the City Commission's vote on the application precisely what density and intensity will be approved. The applicant anticipates meeting with the City Staff at the appropriate time to agree on a methodology for the engineered traffic study. No further comment on sub-items (a) through (e) is offered at this time.

13. If available, provide a draft of the homeowners' association documents containing all proposed restrictions and covenants.

    RESPONSE: It is premature to prepare homeowners' association documents prior to the City Commission's approval of density/intensity and the development plan, which sets forth the precise layout of the development for platting purposes. Customarily and in the past, the City has required homeowners' association documents at the time of plat review and approval.

14. Due to the drastically reduced lot sizes, it is expected the reduced private yard space will be offset by robust communal parks and recreation areas and facilities. Provide a summary of community amenities that will be provided which will be memorialized in the development order.

    RESPONSE: The comment is infused with subjectivity. The development plan will set forth the type, location, and size of the community amenities. There is no code requirement that sets forth an inverse relationship between lot size and size and type of common areas.

Architectural Plan Set Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

15. Not applicable at this time, though elevations will be required at time of final development plan submittal (construction plans).

    RESPONSE: No response necessary.

Civil Plan Set Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

16. Boundary Survey:
    a. Use a heavier line weight for the subject parcel boundary line. It is difficult to discern the limits of the subject property due to overlapping and similar drawing conventions.

       RESPONSE: See response to Number 8 above.

    b. Correct the legal description which purports the parcel contains 91.191 acres where property appraiser states 158.66 acres for what is a quarter section which should be around the latter number. Ensure the net acreage is consistent throughout the entire petition.

       RESPONSE: See response to Number 8 above.

17. An additional 10 feet of right-of-way is required for bicycle lanes along the northern and eastern property limits pursuant to Traffic Circulation Element, Policy II.2.9, CNCP. This will affect required dedications of rights-of-way along the northern and eastern property limits.

    RESPONSE: Additional Right-of-Way is reflected on the proposed Preliminary Master Plan.

18. Preliminary Development Plan:
    a. Development Standards Table:
        i. Provide the lot area, width, and coverage for the detached single-family residences.

        RESPONSE: The data table has been updated to include lot area, width, and coverage.

        ii. Provide a note or row stating maximum units within the single-family attached structures shall not exceed 6.

        RESPONSE: The data table has been updated to reflect maximum units.

    b. Illustrate how the western cross-access road will connect to Southwest 18th Road as Lot 274 of Countryway of Newberry Phase 5 conflicts with the projected centerline of the proposed road.

    RESPONSE: As noted in the General Notes, Land Use Area boundaries are approximate and may be adjusted during development plan review. This is typically where final cross-access and other infrastructure connections are finalized.

Landscape Plan Set Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

19. Not applicable at this stage though landscape plans are required for subsequent development permit petitions (construction plans).

Advisory Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

20. This petition was routed to Alachua County Growth Management Department for distribution amongst county agencies for review and comment. The application packages were distributed at the time of writing this report, so comments from county agencies shall be forthcoming.

    RESPONSE: No response necessary.

    a. The proposed development will impact Southwest 15 Avenue, a county right-of-way, and Parcels 01940-003-000 and 01940-004-000.

    RESPONSE: The applicant understands SW 15th Avenue will function as a collector road in the future. The applicant has received materials from the City regarding potential funding schemes which will be considered during the approval process.

21. Passive radon controls are recommended for inhabitable structures in this area.

    RESPONSE: Future development provides habitable structures and the recommendation is noted.

22. This area is sensitive karst terrain which should be taken into consideration when designing site grading and stormwater facilities. It is recommended to utilize low infiltration drainage systems in this area to minimize risk to person and property.

    RESPONSE: During development/site plan review, engineered site design will address site grading and stormwater facilities based on the site's geomorphology and development regulations in place at that time.

23. The property is located within the Santa Fe and Orange Creek BMAP. Enhanced nutrient reduction measures required in this area.

    RESPONSE: The BMAP prioritizes decreasing runoff from agricultural uses; this request effectively supports that priority. Additionally, the proposed development will be served by public utility facilities, including sanitary sewer. This aligns with the Santa Fe and Orange Creek BMAP Enhanced Nutrient Reducing (ENR) Septic System requirements and strategies for nutrient reduction on nonagricultural lands.

24. In order to satisfy concurrency requirements, a perfected agreement demonstrating commitment by the owner to ensure capacity will be available for the total number of units/ERUs proposed. The effective date of the ordinance, if adopted by the City Commission, will be dependent upon recordation of the agreement in the Official Records Book of Alachua County, Florida. Reference, Appendix B, Article 14, Section 14.13 and 14.14, CNCO).

    RESPONSE: The Developer will be proposing an agreement by which it will commit to a certain number of ERUs per year over a ten-year period, to be applicable to the Developer's Property, including this tract.

25. The subdivision names Countryway and Country Way have been utilized multiple times on plats within the City limits. Ensure there is no duplication of naming conventions of subdivisions and the name is unique enough to avoid confusion with other subdivisions sharing the same or a similar name (ref. Appendix B, Article 5, Section 5.12, CNCO).

    RESPONSE: No response necessary.

26. Additional comments shall be forthcoming based on the address of comments within this report and attached memorandum.

    RESPONSE: No response necessary.

Fire Comments
Provided by Mike Vogel, Fire Chief
Contact: 352-722-3902, mvogel@newberryfl.gov

27. Advisory for future construction plan petitions:
    a. Turning templates for the largest response vehicle of Alachua County Fire Department will be required at turns and turnarounds on construction plan petition submittals.

       RESPONSE: Turning templates for the largest response vehicle will be addressed at plat review and construction design.

    b. KnoxBox required at each gated entry of a residential site or building and may be required for nonresidential buildings.

       RESPONSE: No gated entries for residential sites or buildings or nonresidential buildings are proposed.

28. Additional comments may be forthcoming with subsequent development permit petitions.

    RESPONSE: No response necessary.

Building Comments
Provided by Vacant
Contact: 352-472-5440, buildingdepartment@newberryfl.gov

29. No comments provided. Comments may be forthcoming upon submittal of subsequent development permit petitions.

    RESPONSE: No response necessary.

Public Works & Utilities Comments
Provided by Jamie Jones, Director of Public Works and Utilities and Assistant City Manager Contact: 352-722-3934, jjones@newberryfl.gov

30. Advisory: The City of Newberry requires execution of its standard easement document with an accompanying sketch and legal description for all PUEs dedicated to the City of Newberry in addition to the dedication on the plat. The City of Newberry will not provide a letter of acceptance for improvements until the standard easement document is executed and recorded.

    RESPONSE: The Applicant has submitted applications for land use and zoning changes. Documentation of all PUEs dedicated to the City of Newberry will be addressed in conjunction with final plat review and approval.

31. Refer to attached memorandum.

    RESPONSE: No attachments were provided.

The above revisions are consistent with the Large-scale Comprehensive Plan Amendment (Ls-CPA) Application, PRD Rezoning Application, and supporting materials submitted October 24, 2024. We trust you will find the resubmittal package wholly addresses and responds to the City of Newberry comments and is sufficient for review and approval. Should you have any questions, concerns, or require any additional information to complete your review, please contact me at (352) 331-1976 or gerry.dedenbach@nv5.com.

Thank you,
NV5, Inc.

Gerry Dedenbach, AICP + LEED
Vice President Florida Infrastructure
gerry.dedenbach@nv5.com

N:\2024\24-0509\Departments\02_Planning\City-County\Working Files\LTR 250206 Response to Comments CountryWay II Norfleet NV5.docx

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1. Cover Letter
2. **Rezoning Application**
3. Property Owner Affidavit
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6. Justification Report
7. Map Set
8. PRD Plan Set: PRD Preliminary Master Plan and Preliminary Master Utility Plan

CITY OF NEWBERRY
LAND DEVELOPMENT REGULATIONS AMENDMENT APPLICATION

Name of Applicant(s): Charlie L. Futch, Jr., and Juanita H. Futch; and Norfleet Construction Group, LLC

Address: 24013 SW 15th Avenue

City, State, Zip Code: Newberry, FL 32669

Telephone: Contact Agent for Applicant

Name of Applicants Agent (if applicable): CHW, an NV5 Company/Gerry Dedenbach

Address: 11801 Research Drive

City, State, Zip Code: Alachua, FL 32615

Telephone: (352) 331-1976

Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations which do not require an Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this Application.

PART I

Legal Description:

The Northeast One Quarter (NE ¼) of Section 10, Township 10 South, Range 17 East, Alachua County, Florida.

Parcel Identification Number: 02539-001-000

Total acreage of land to be considered under this amendment: ±159.03 acres *(Source: Existing surveys)*

Zoning District:

Current: Agricultural (A)

Requested: Planned Residential Development (PRD)

Future Land Use Plan Map Category: Planned Development (PD)

APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

_____ Was made with respect to these premises, Application No._____

__X__ Was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

CHW, an NV5 Company
Applicant/Agent Name (Type or Print)

Gerry Dedenbach, AICP+LEED AP, Vice President of Infrastructure Florida
CHW, an NV5 Company

October 16, 2024
Date

FOR OFFICE USE ONLY

Date Filed: _____
Application No: _____
Fee Amount: _____
Receipt No. _____
Date of Planning and Zoning Board Public Hearing: _____
Date notice published: _____
Newspaper: _____
Date of Local Planning Agency Public Hearing: _____
Date notice published: _____
Newspaper: _____
Date(s) of City Commission Public Hearing(s): (1) _____ (2) _____
Date(s) notice published: (1) _____ (2) _____
Newspaper: _____
Date Notice of Enactment of Ordinance published: _____
Newspaper: _____
City Commission decision: _____
(Granted/Denied)

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CITY OF Item #6. WBERRY

Planning & Economic Development Department

In the Little Red Schoolhouse, 25815 S.W. 2nd Avenue (352) 472-5440

Mailing Address: 25440 W. Newberry Road, Newberry, Florida 32669

For Office Use Only
Date Received: _____
Staff Initials: _____

PROPERTY OWNERSHIP AFFIDAVIT

(Includes Authorization of Agent, if Applicant is not Owner)

Charlie L. Futch, Jr., and Juanita H. Futch
Property Owner

Application No.

Additional Property Owners

CHW, an NV5 Company
Authorized Agent(s)

02539-001-000
Parcel Number(s)

Comprehensive Plan Amendment and Rezoning applications, Preliminary Plat, Construction Plans, Final Plat, and Site/Development Plans.
Type of Application

I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the City of Newberry;
3. That I (we), the undersigned, have authorized, and do authorize, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to allow the City of Newberry to consider and act on the subject request; and
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Charlie L Futch Jr.
Owner 1 (signature)

Juanita Futch
Owner 2 (signature)

Owner 3 (signature)

Charlie L. Futch, Jr.
Printed name, Owner 1

Juanita H. Futch
Printed name, Owner 2

Printed name, Owner 3

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to (or affirmed) before me by means of ☑ physical presence or ☐ online notarization, this 17th (Day) day of August (Month), 2024 (Year), by Charlie Futch & Juanita Futch. (Name of Person Making Statement)

Douglas K. McKoy
Signature of Notary Public - State of Florida

Douglas K. McKoy
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

DOUGLAS K MCKOY
Notary Public - State of Florida
Commission # HH 288162
My Comm. Expires Jul 14, 2026
Bonded through National Notary Assn.

CITY OF NEWBERRY

Planning & Economic Development Department

In the Little Red School House at 25815 SW 2nd Avenue, (352) 472-5440
Mailing Address: 25440 W Newberry Road, Newberry, FL 32669

AFFIDAVIT

This affidavit is submitted in conjunction with my application for Large-scale Comprehensive Plan Amendment (Ls-CPA) and Rezoning (#_____) described as follows:

Agent/Owner Name: Gerry Dedenbach, AICP + LEED AP, Vice President Infrastructure Florida, CHW, an NV5 Company (CHW)

Address: 11801 Research Dr. Alachua, FL 32615

Name of Owner/Business: E.D. Norfleet, III (Client)

Statement: I Gerry Dedenbach (CHW) (Agent/Owner Name) hereby certify that E.D. Norfleet, III (Client) (Owner/Business Name) agrees to pay all costs of public notice (including mailed and published) and any consulting fees incurred by the City of Newberry associated with this Ls-CPA and Rezoning (Application Type) Application _____ (Application number)

I hereby certify that the statements and information on this form and all statements contained in any documents or plans submitted herewith are true and correct to the best of my knowledge and belief.

Gerry Dedenbach
Signature
(Authorized Representative/Agent/Owner)

1/27/2025
Date

Gerry Dedenbach, AICP + LEED AP, Vice President Infrastructure Florida, CHW, an NV5 Company
Printed Name

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to (or affirmed) before me by means of ☒ physical presence or ☐ online notarization, this 27 (Day) day of January (Month), 2025 (Year), by Gerry Dedenbach (Name of Person Making Statement).

Signature of Notary Public - State of Florida

Erica Samples
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

ERICA SAMPLES
MY COMMISSION # HH 264215
EXPIRES: May 12, 2026

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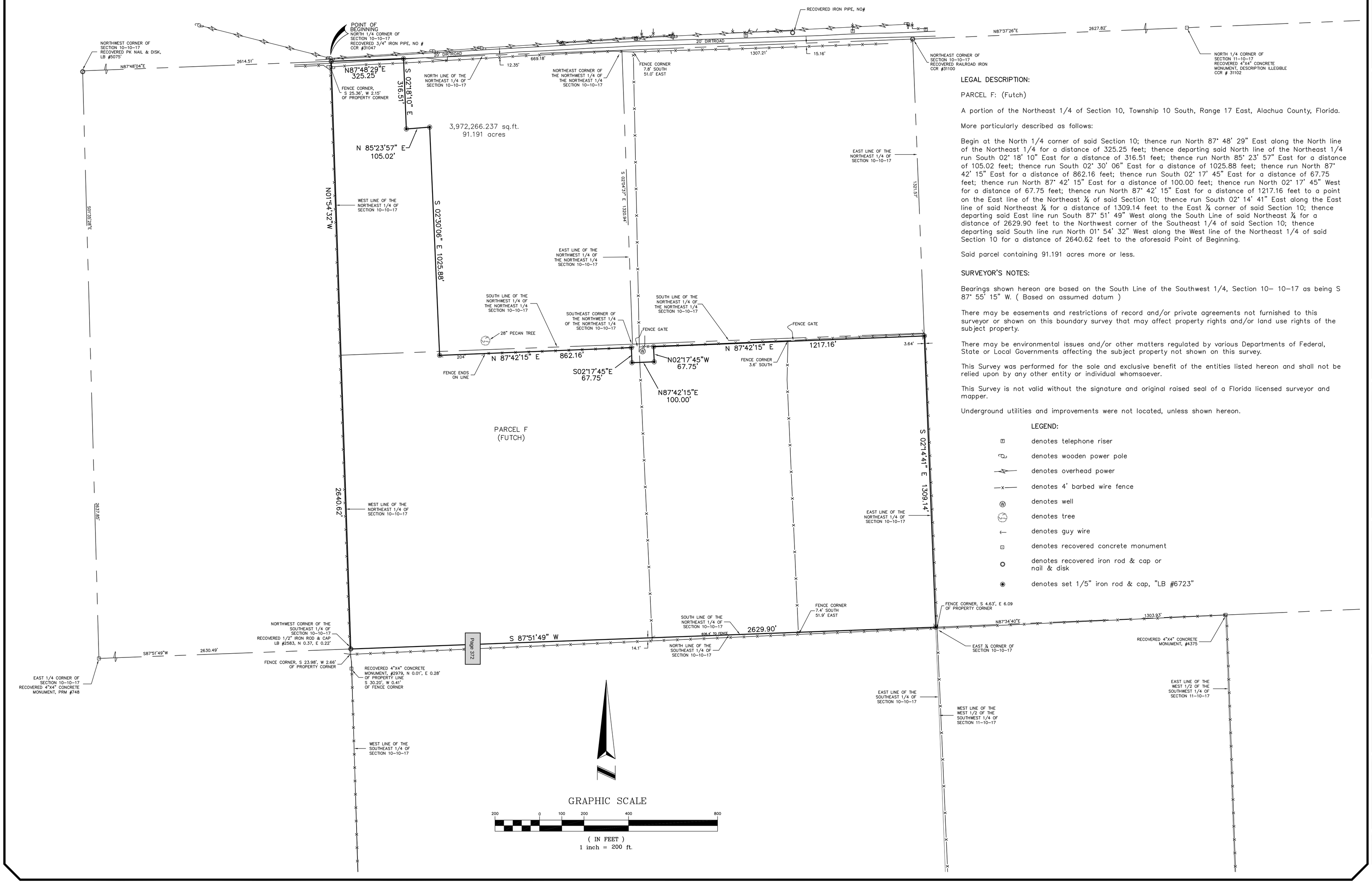
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Legal Description:

The Northeast One Quarter (NE ¼) of Section 10, Township 10 South, Range 17 East, Alachua County, Florida.

Acreage:

+/159.03 Acres



LEGAL DESCRIPTION:

PARCEL F: (Futch)

A portion of the Northeast 1/4 of Section 10, Township 10 South, Range 17 East, Alachua County, Florida.

More particularly described as follows:

Begin at the North 1/4 corner of said Section 10; thence run North 87° 48' 29" East along the North line of the Northeast 1/4 for a distance of 325.25 feet; thence departing said North line of the Northeast 1/4 run South 02° 18' 10" East for a distance of 316.51 feet; thence run North 85° 23' 57" East for a distance of 105.02 feet; thence run South 02° 30' 06" East for a distance of 1025.88 feet; thence run North 87° 42' 15" East for a distance of 862.16 feet; thence run South 02° 17' 45" East for a distance of 67.75 feet; thence run North 87° 42' 15" East for a distance of 100.00 feet; thence run North 02° 17' 45" West for a distance of 67.75 feet; thence run North 87° 42' 15" East for a distance of 1217.16 feet to a point on the East line of the Northeast ¼ of said Section 10; thence run South 02° 14' 41" East along the East line of said Northeast ¼ for a distance of 1309.14 feet to the East ¼ corner of said Section 10; thence departing said East line run South 87° 51' 49" West along the South Line of said Northeast ¼ for a distance of 2629.90 feet to the Northwest corner of the Southeast 1/4 of said Section 10; thence departing said South line run North 01° 54' 32" West along the West line of the Northeast 1/4 of said Section 10 for a distance of 2640.62 feet to the aforesaid Point of Beginning.

Said parcel containing 91.191 acres more or less.

SURVEYOR'S NOTES:

Bearings shown hereon are based on the South Line of the Southwest 1/4, Section 10– 10–17 as being S 87° 55' 15" W. (Based on assumed datum)

There may be easements and restrictions of record and/or private agreements not furnished to this surveyor or shown on this boundary survey that may affect property rights and/or land use rights of the subject property.

There may be environmental issues and/or other matters regulated by various Departments of Federal, State or Local Governments affecting the subject property not shown on this survey.

This Survey was performed for the sole and exclusive benefit of the entities listed hereon and shall not be relied upon by any other entity or individual whomsoever.

This Survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

Underground utilities and improvements were not located, unless shown hereon.

LEGEND:

- denotes telephone riser
- denotes wooden power pole
- denotes overhead power
- denotes 4' barbed wire fence
- denotes well
- denotes tree
- denotes guy wire
- denotes recovered concrete monument
- denotes recovered iron rod & cap or nail & disk
- denotes set 1/5" iron rod & cap, "LB #6723"

ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654–5355

BOUNDARY SURVEY OF FUTCH PARCEL

SECTIONS 10, TOWNSHIP 10 SOUTH, RANGE 17 EAST

ALACHUA COUNTY, FLORIDA

FOR: SANTRUST

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. ROKMAN, P.S.M. #5633
DATE SIGNED:

DATE	REVISIONS
11-30-06	LESS OUT 60 ACRES R/T
12-08-06	REV. LESS OUT 60 AC. R/T
01-09-07	REV. LESS OUT R/T
01-11-07	INCLUDE WELL IN BOUNDARY

JOB # 25255
DATE: 02–27–06
SCALE: 1" = 200 FEET
CALC BY: RT
FIELD BY: DY
DRAWN BY: SM
CHECKED BY: JLR

SHEET 1 OF 1

Illum 96

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Recd 4.00
Rec Stamps 384.00
1 384.00

Item #6.

This instrument was prepared by:

AUSE BROWN
Attorney at Law
P.O. Box 13502
GAINESVILLE, FLORIDA 32604

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 21st day of August 1980, **Between**

DOVIE CROCKER, the un-remarried widow of ARTHUR S. CROCKER, Deceased,

of the County of Alachua, State of Florida, grantor*, and

CHARLIE L. FUTCH, JR. and JUANITA H. FUTCH, his Wife,

whose post office address is P.O. Box 531, Newberry, Florida 32669

of the County of Alachua, State of Florida, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of --------TEN AND NO/100---------
----------($10.00)---Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee and grantee's heirs and assigns forever the following described land, situate, lying and being in Alachua County, Florida, to-wit:

East 1/2 of NE 1/4 of Section 10, Township 10 South, Range 17 East, in Alachua County, Florida.

SUBJECT TO taxes for 1980 and subsequent years.

D.M.C. This conveyance includes 17.6 acres of the peanut allotment owned by the estate of Arthur S. Crocker and/or Dovie Crocker.

CLERK CIRCUIT COURT ALACHUA COUNTY, FLA. 1980 AUG 21 PM 2:53

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE AUG21'80 384.00 C.B. 11435

009428

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Anne Brown
Parker Bryan Jr.

Dovie Crocker (Seal)
DOVIE CROCKER

(Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

DOVIE CROCKER

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of August

Parker Bryan Jr.
Notary Public

My commission expires:
5-31-89

NOTARY PUBLIC STATE OF FLORIDA

521084

OR 1295 PG 327

Sign Up for Property Watch

Parcel Summary

Parcel ID	02539-001-000
Prop ID	10062
Location Address	24013 SW 15TH AVE NEWBERRY, FL 32669 ⊞ **See more addresses...**
Neighborhood/Area	215100.90
Subdivision	
Legal Description	NE1/4 OR 1295/327 & OR 1295/328 (Note: *The Description above is not to be used on legal documents.)
Property Use Code	GRZGSOIL CLASS2 (06100)
Sec/Twp/Rng	10-10-17
Tax Area	NEWBERRY (8700)
Acres	160
Homesteaded	True

No Image Available

View Map

Millage Rate Value

Millage Rate: 21.7798

Owner Information

FUTCH C L JR & JUANITA
PO BOX 531
NEWBERRY, FL 32669-0531

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
Improvement Value	$141,591	$127,066	$118,246	$107,375	$109,269
Land Value	$10,000	$10,000	$5,000	$3,000	$3,000
Land Agricultural Value	$39,800	$39,800	$39,800	$39,800	$39,800
Agricultural (Market) Value	$1,590,000	$1,590,000	$795,000	$477,000	$477,000
Just (Market) Value	**$1,741,591**	**$1,727,066**	**$918,246**	**$587,375**	**$589,269**
Assessed Value	$141,904	$138,930	$136,043	$134,714	$132,580
Exempt Value	$50,000	$50,000	$50,000	$50,000	$50,000
Taxable Value	$91,904	$88,930	$86,043	$84,714	$82,580
Maximum Save Our Homes Portability	$49,487	$37,936	$27,003	$15,461	$19,489

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice

2023 TRIM Notice (PDF)

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6100	PASTURE 2	159.00	6926040	0	0	A
0115	SFR ACREAGE	1.00	43560	0	0	

Building Information

Type	SINGLE FAMILY	**Heat**	ELECTRIC
Total Area	2,200	**HC&V**	FORCED AIR
Heated Area	2,104	**HVAC**	CENTRAL
Exterior Walls	CONCRETE BLOCK	**Bathrooms**	2.0-Baths
Interior Walls	DRYWALL	**Bedrooms**	4 BEDROOMS
Roofing	MINIMUM	**Total Rooms**	
Roof Type	GABLE/HIP	**Stories**	1.0
Frame		**Actual Year Built**	1959
Floor Cover	CARPET; SHEET VINYL	**Effective Year Built**	1994

Type	SOH MISC	**Heat**	
Total Area	2,866	**HC&V**	
Heated Area		**HVAC**	
Exterior Walls		**Bathrooms**	
Interior Walls		**Bedrooms**	
Roofing		**Total Rooms**	
Roof Type		**Stories**	1.0
Frame		**Actual Year Built**	0
Floor Cover		**Effective Year Built**	1995

Sub Area

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
BAS	BASE AREA	1,002	3	0100	SINGLE FAMILY
BAS	BASE AREA	1,102	3	0100	SINGLE FAMILY
FOP	FINISHED OPEN PORCH	96	3	0100	SINGLE FAMILY

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
0241	BARN POLE 1	2,480		R2	RES
2221	STG 1	384		R2	RES
2402	WELL IRR	1		R5	RES
2480	WOOD STOVE	1		R7	RES

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee	Link to Official Records
9/1/1980	$0	WD	1295	327	Unqualified (U)	Improved		FUTCH CHARLIE L JR, FUTCH JUA	Link (Clerk)

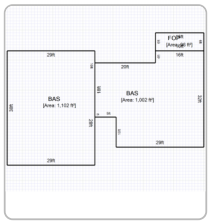
Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

Permits

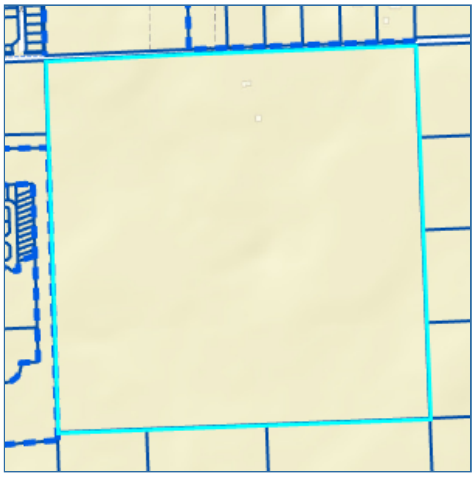
Permit Number	Type	Primary	Active	Issue Date	Value
111804	OVER THE COUNTER INSPECT	Yes	No	11/18/2004	$0
2051	REMODEL SFD	Yes	No	2/26/1992	$10,000

Our permitting information is pulled from the Alachua County Permitting Offices. Permitting information shown here is all the Property Appraiser has on file for this property. Any detailed questions about permits should be directed to the Permitting Offices.

Sketches



Map



Photos



No data available for the following modules: Extra Features.

This web application and the data herein is prepared for the inventory of real property found within Alachua County and is compiled from recorded deeds, plats, and other public records and data. Users of this web application and the data herein are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Alachua County Property Appraiser's Office assumes no legal responsibility for the information contained herein.
| User Privacy Policy | GDPR Privacy Notice
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Contact Us

Developed by Schneider GEOSPATIAL

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County
FLORIDA STERLING AWARD RECIPIENT

2023 PAID REAL ESTATE 10062
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
02539 001 000	23717 SW 15TH AVE	8700

FUTCH C L JR & JUANITA
PO BOX 531
NEWBERRY, FL 32669-0531

EXEMPTIONS:
HOMESTEAD,
HOMESTEAD ADD'L 25K

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.6414	141,904	50,000	91,904	702.28
LIBRARY GENERAL	1.0339	141,904	50,000	91,904	95.02
SCHOOL CAP PROJECT	1.5000	141,904	25,000	116,904	175.36
SCHOOL DISCRNRY & CN	0.7480	141,904	25,000	116,904	87.44
SCHOOL GENERAL	3.1840	141,904	25,000	116,904	372.22
SCHOOL VOTED	1.0000	141,904	25,000	116,904	116.90
CHILDREN'S TRUST	0.4612	141,904	50,000	91,904	42.39
SUWANNEE RIVER WATER MGT DIST	0.3113	141,904	50,000	91,904	28.61
CITY OF NEWBERRY	5.9000	141,904	50,000	91,904	542.23
TOTAL MILLAGE	21.7798			AD VALOREM TAXES	$2,162.45

LEGAL DESCRIPTION

NE1/4 OR 1295/327 & OR 1295/328

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
710 BOCC SOLID WASTE MGMT	1.000	@ 25.2700	25.27
870 NEWBERRY FIRE	1.000	Varies	200.00
NON-AD VALOREM ASSESSMENTS			$225.27

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS	$2,387.72

IF PAID BY PLEASE PAY	Dec 31, 2023 $0.00				

Please Retain this Portion for your Records. Receipt Available Online.

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE 10062
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
02539 001 000	23717 SW 15TH AVE

FUTCH C L JR & JUANITA
PO BOX 531
NEWBERRY, FL 32669-0531

PAY ONLY ONE AMOUNT

	IF PAID BY	PLEASE PAY
☐	Dec 31, 2023	$0.00
☐		
☐		
☐		
☐		

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT
www.AlachuaCollector.com AND SIGN UP FOR E-BILL

Receipt # 23-0075737 $2,316.09 Paid 01/02/2024
12/29/2023 Effective Date

Application Package
Table of Contents

1. Cover Letter
2. Rezoning Application
3. Property Owner Affidavit
4. Legal Description and Partial Boundary Survey
5. Deed, Property Appraiser Datasheets, and Tax Records
6. **Justification Report**
7. Map Set
8. PRD Plan Set: PRD Preliminary Master Plan and Preliminary Master Utility Plan



COUNTRYWAY II OF NEWBERRY

Planned Residential Development (PRD) Rezoning

~~**October 24, 2024**~~
February 6, 2025

Prepared for:
City of Newberry Planning & Economic Development Department

Prepared on behalf of:
Norfleet Construction Group, LLC

Prepared by:
CHW, an NV5 Company

PN# 24-0509
N:\2024\24-0509\Departments\02_Planning\Reports\RPT 250206 PRD Rezoning CountryWay II.docx

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1. EXECUTIVE SUMMARY

To: Stacey Hectus, City of Newberry Planning and Economic Development Department, Planning Director
From: Margot Maurer, AICP; CHW, Professional Planner
Date: ~~October 24, 2024~~ February 6, 2025
Re: Norfleet Construction Group, LLC – Planned Residential Development (PRD) Rezoning Application

Jurisdiction: City of Newberry, Florida	**Intent of Application:** Zone property for Planned Residential Development (PRD) providing single-family residential dwelling units, to implement the proposed City Planned Development (PD) Future Land Use (FLU) classification on the Subject Property.
Description of Location: The Northeast One Quarter (NE ¼) of Section 10, Township 10 South, Range 17 East, Alachua County, Florida.	
Parcel Number(s): 02539-001-000	**Acres:** ±159.03 acres *(Source: Existing survey deeds)*
Existing Future Land Use: *Mixed-Use (≤4 du / ac)* Mixed-Use land use classifications consist of residential, business and professional office and medical office and clinic, retail and commercial service, recreation and public, excluding solid waste landfills. In order to promote an interrelated mixture of mutually supportive land uses, a mixed-use parcel shall be within a community potable water and sanitary sewer service area. Newly approved Mixed-Use classified lands shall have a Master Zoning Plan prepared and submitted to the City for review and approval within 12 months of such effective date. A Master Zoning Plan shall contain a minimum of three of land uses, as categorized below. **Residential uses shall not exceed 70% of the total land area within a Master Zoning Plan.** For purposes of this provision, all residential uses, regardless of type and density, shall be considered as a single use. A minimum 10% of the Master Zoning Plan land area shall be dedicated Open Space. To ensure a mixture of land uses are constructed, no more than 50% of the residential units, as permitted in the	**Proposed Future Land Use:** *Planned Development (≤3.14 du / ac)* Planned Development (PD) land use classifications may include residential low, medium and high density land uses as described within this policy; recreation uses; public uses; commercial uses; solar energy facilities (commonly referred to as solar farms) as defined in the Land Development Regulations; and light manufacturing uses which are entirely conducted within an enclosed soundproof building. These uses may occur as mixed uses or as a single use at the discretion of the City Commission. Material-Oriented Industrial Development, Intensive Agricultural Uses, and Mining Activities shall not be approved as Planned Developments within this area. **Intensities shall not exceed a .75 floor area ratio except as permitted in a specific PD that is established through an amendment to the Comprehensive Plan that also establishes supplemental urban form standards and infrastructure policies to address the additional intensity.** Building heights shall be restricted to maintain a proportional relationship with surrounding land uses as

1. EXECUTIVE SUMMARY

adopted Master Zoning Plan, shall be constructed until a minimum of 25% of the non-residential uses are constructed.	well as with the Fire Department's ability to provide adequate fire suppression services.
Existing Zoning District: *Agricultural* The "A" Agricultural category includes one zone district: A. Lands in this district are intended to provide for areas primarily consisting of agricultural and residential uses consistent with the areas as designated agricultural within the City's Comprehensive Plan.	**Proposed Zoning District:** *Planned Residential Development (PRD)* The Planned Residential Development ("PRD") category includes one zone district: PRD. The purpose of this district is to permit planned residential developments which are intended to: (1) Encourage the development of planned residential development of land; (2) Encourage flexible and creative concepts of site planning; (3) Preserve the natural amenities of the land by encouraging scenic and open areas; (4) Accomplish a more desirable environment than would be possible through strict application of the minimum requirements of these Land Development Regulations; (5) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and (6) Provide a stable environmental character compatible with surrounding areas.
Proposed Maximum Density/Intensity Density: ±159.03 acres (ac) * 3.14 dwelling units (du) / ac = **±500 du maximum** Intensity (Commercial): ±159.03 ac * .75 Floor Area Ratio (FAR) = 5,195,510.10 square feet (sf) **[None proposed.]** **No commercial uses are proposed in connection with this application.**	

1. EXECUTIVE SUMMARY

Net Change

This application requests rezoning the Subject Property from City of Newberry Agricultural (A) zoning to PRD zoning. A Large-scale Comprehensive Plan Amendment (Ls-CPA) changing the FLU from City of Newberry Mixed-Use FLU to Planned Development (PD) FLU is submitted with this PRD Rezoning application for concurrent review.

As proposed, this PRD limits the gross density to ±3.14 du / ac, permitting a maximum of ±500 dwelling units on the ±159.03-acre site. No commercial uses are proposed. The Zoning request is consistent with City of Newberry's Comprehensive Plan. This application provides competent, substantial evidence demonstrating PRD compliance with adopted Plan policies and implementing land development regulations.

2. STATEMENT OF PROPOSED CHANGE

This Planned Residential Development (PRD) Rezoning application requests entitlement for a planned development community providing single-family residences on ±159.03 acres (Alachua County Tax Parcel 02573-000-000) (hereinafter the "Subject Property") in the City of Newberry on ±159.03 acres (Alachua County Tax Parcel 02539-001-000) (hereinafter the "Subject Property") in the City of Newberry. The Subject Property is located South of SW 15th Avenue and approximately ½ mile east of US Highway 27, 41 / SR 45 in the City of Newberry, within Alachua County, Florida and abuts the applicant's existing planned, mixed-use community, CountryWay Town Square Planned Development (PD). **Figure 1** below illustrates the Subject Property's location and general character in the Context Map.

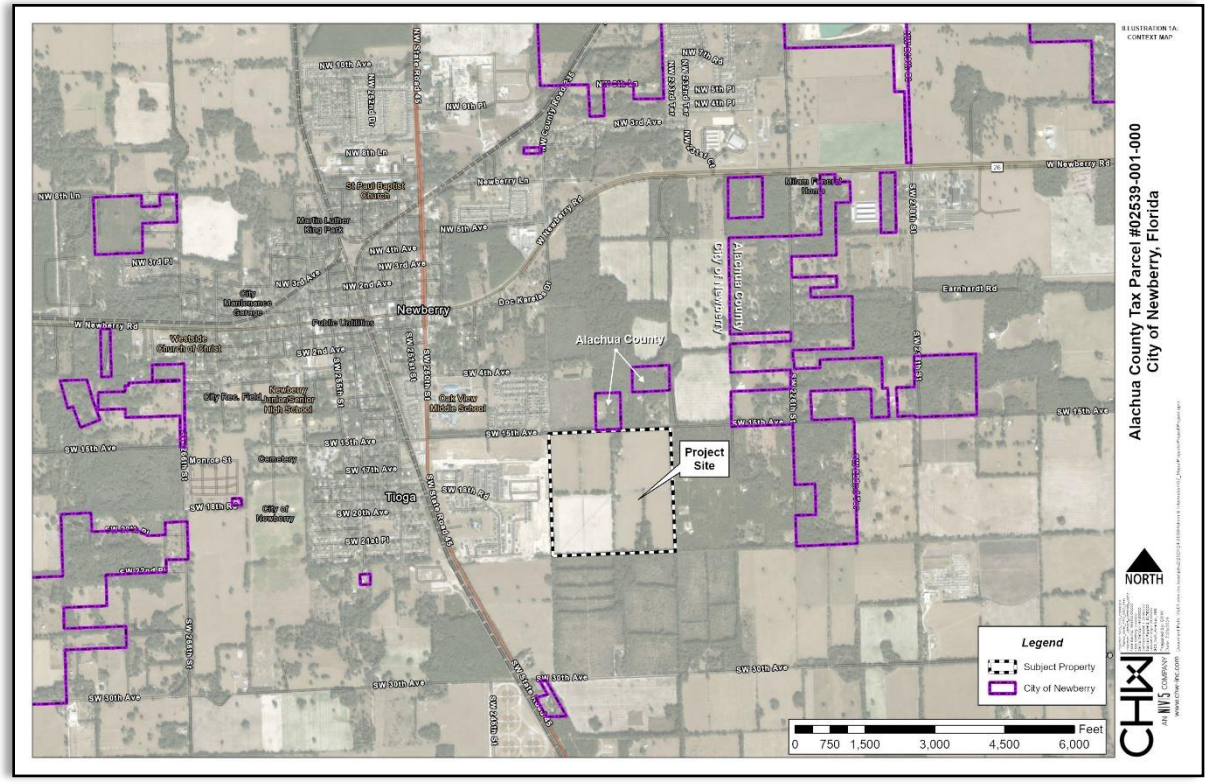


Figure 1: Context Map

The Subject Property has City of Newberry Mixed-Use FLU classification and Agricultural (A) zoning. Future development intent includes a planned residential community supportive of the applicant's abutting mixed-use development, CountryWay Town Square PD. The proposed development will provide a mix of single-family residential types, which vary in size, scale, and price point to satisfy a range of income levels and age ranges.

A Large-scale Comprehensive Plan Amendment (Ls-CPA) application requesting the City's PD Future Land Use (FLU) classification is submitted with this PRD Rezoning application for concurrent review. Approval of the Ls-CPA with this PRD Rezoning application supports maximizing available, developable land for residential use within the City of Newberry's Urban Service Area.

Figure 2 below shows the Subject Property's location within the Urban Service Area. Future development will connect to public facilities, including the City's potable water supply, aided by abutting existing CountryWay Town Square PD to the west. Concurrency review will occur at the

development plan stage to determine availability of public infrastructure for which Level of Service (LOS) standards are maintained by the City.

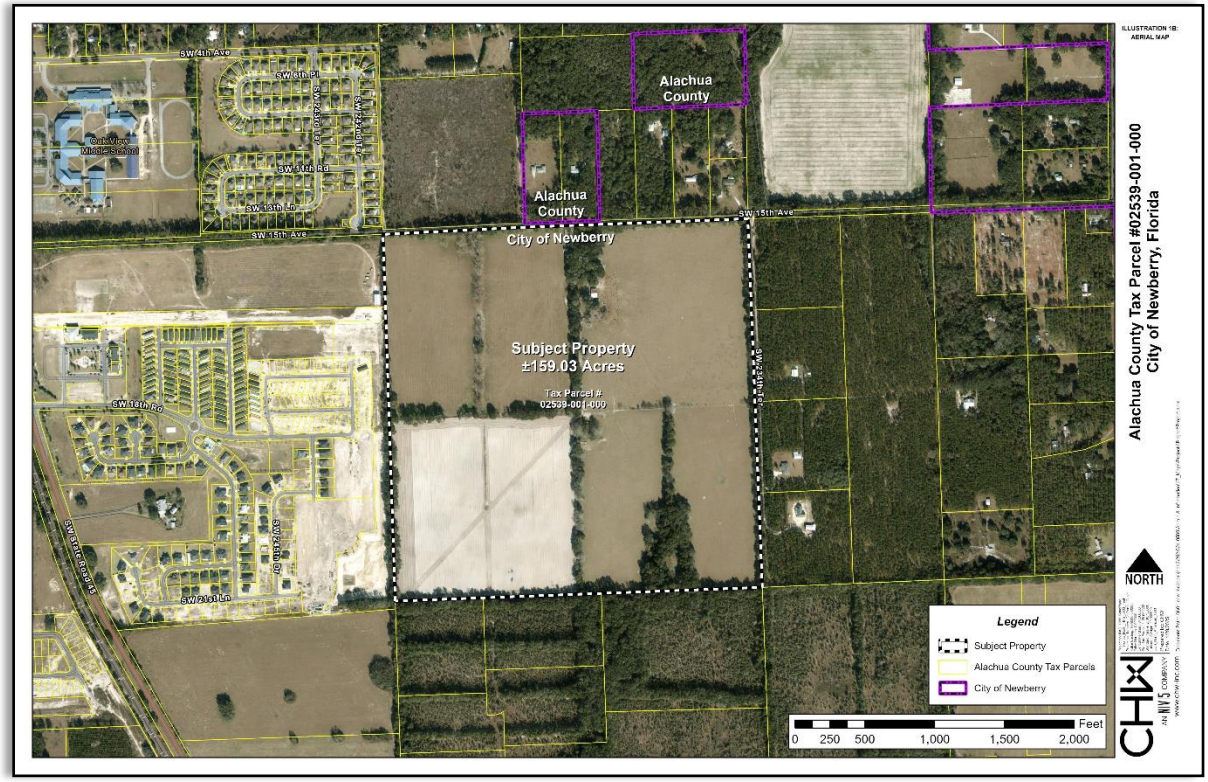


Figure 2: Aerial Map

Existing FLU and Zoning designations of abutting parcels are identified in **Table 1**, with existing and proposed FLU illustrated in **Figures 3** and **4**. Existing and proposed zoning are illustrated in **Figures 5** and **6**.

Table 1: Surrounding Future Land Use and Zoning Designations

Direction	Future Land Use Designation	Zoning Designation
North	Agriculture Rural/Agriculture (Alachua County)	Agriculture (A) Agricultural (A) (Alachua County)
East	Agriculture	Agriculture (A)
South	Mixed-Use	Agriculture (A)
West	Planned Development	Planned Development (PD)

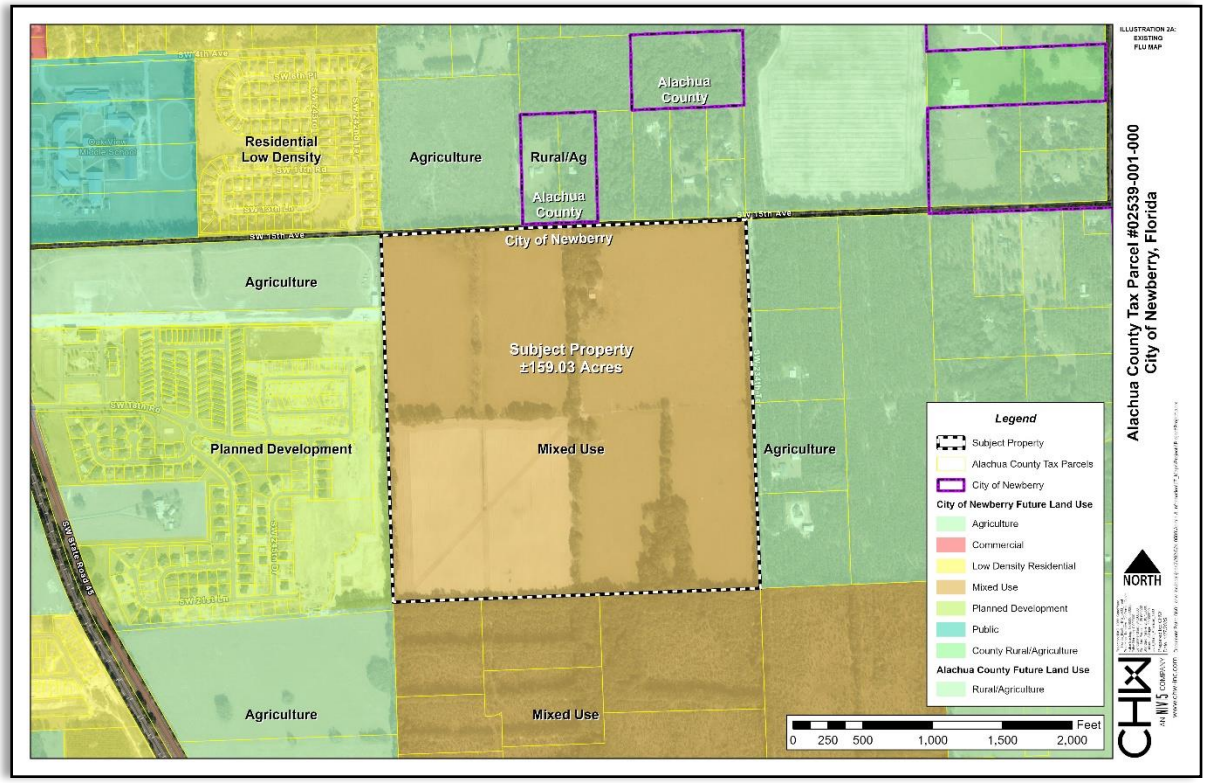


Figure 3: Existing Future Land Use Map

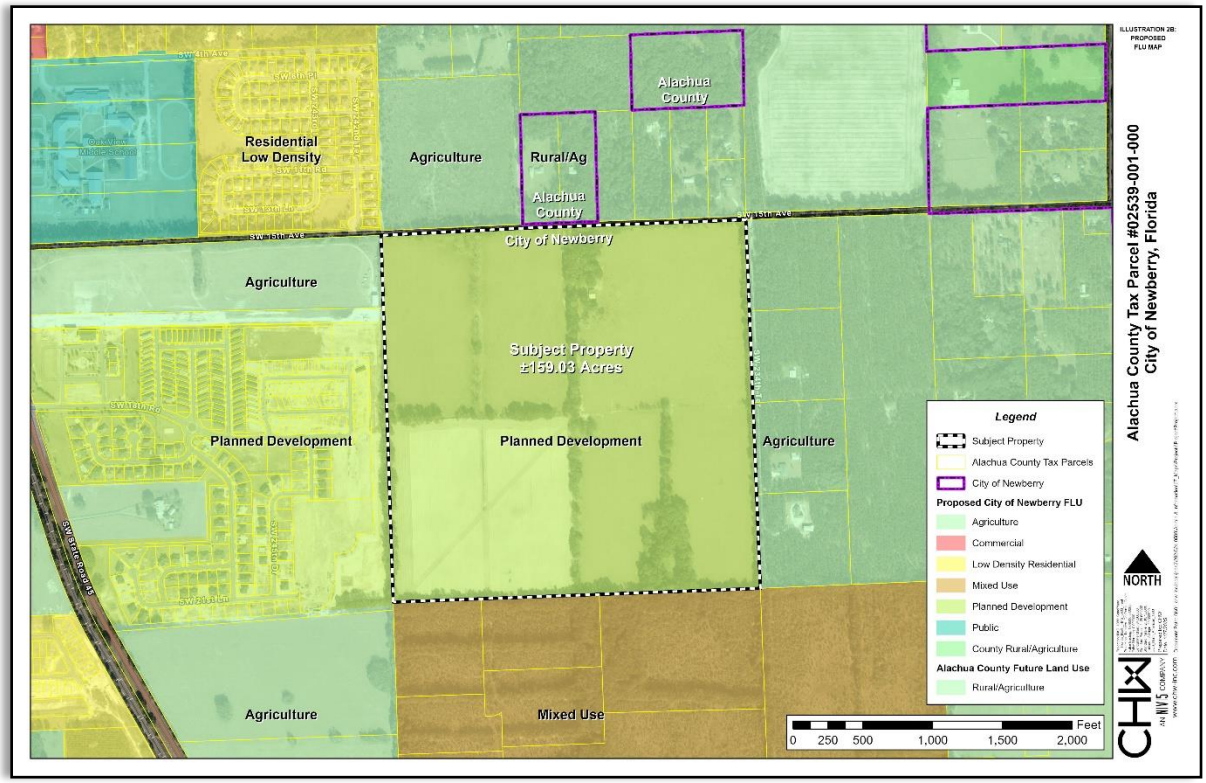


Figure 4: Proposed Future Land Use Map

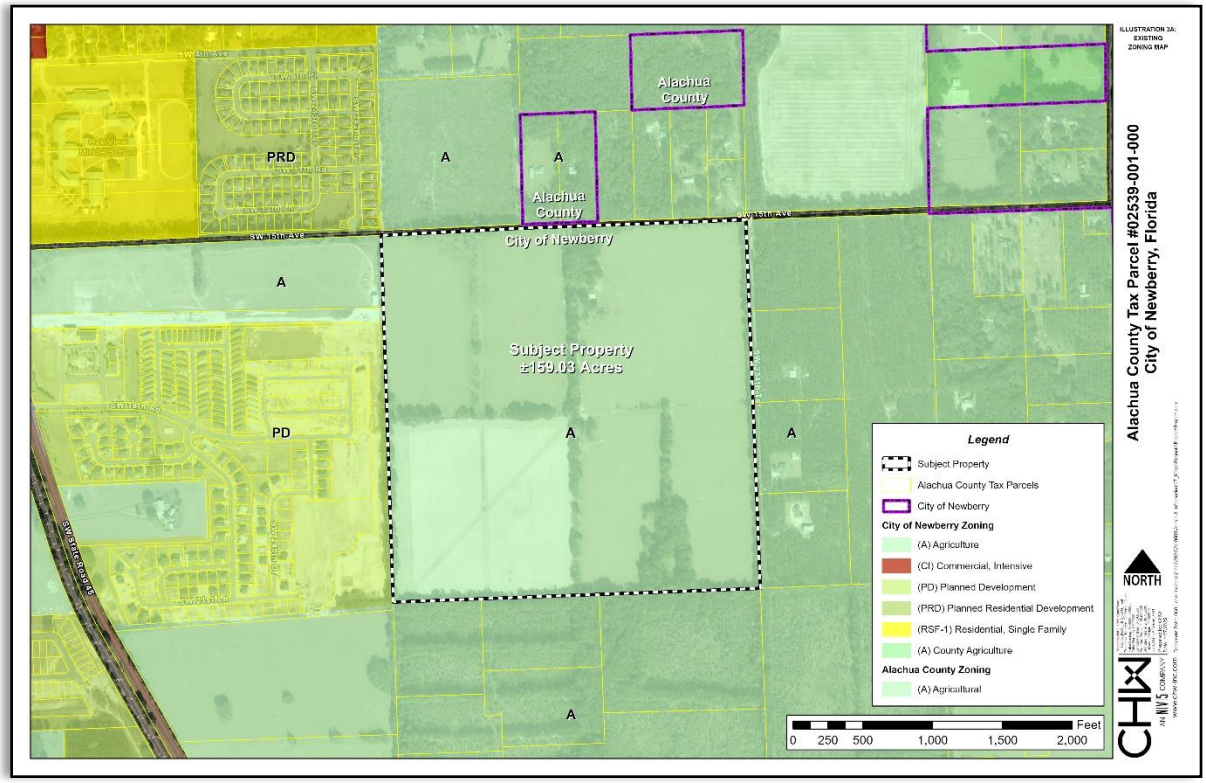


Figure 5: Existing Zoning Map

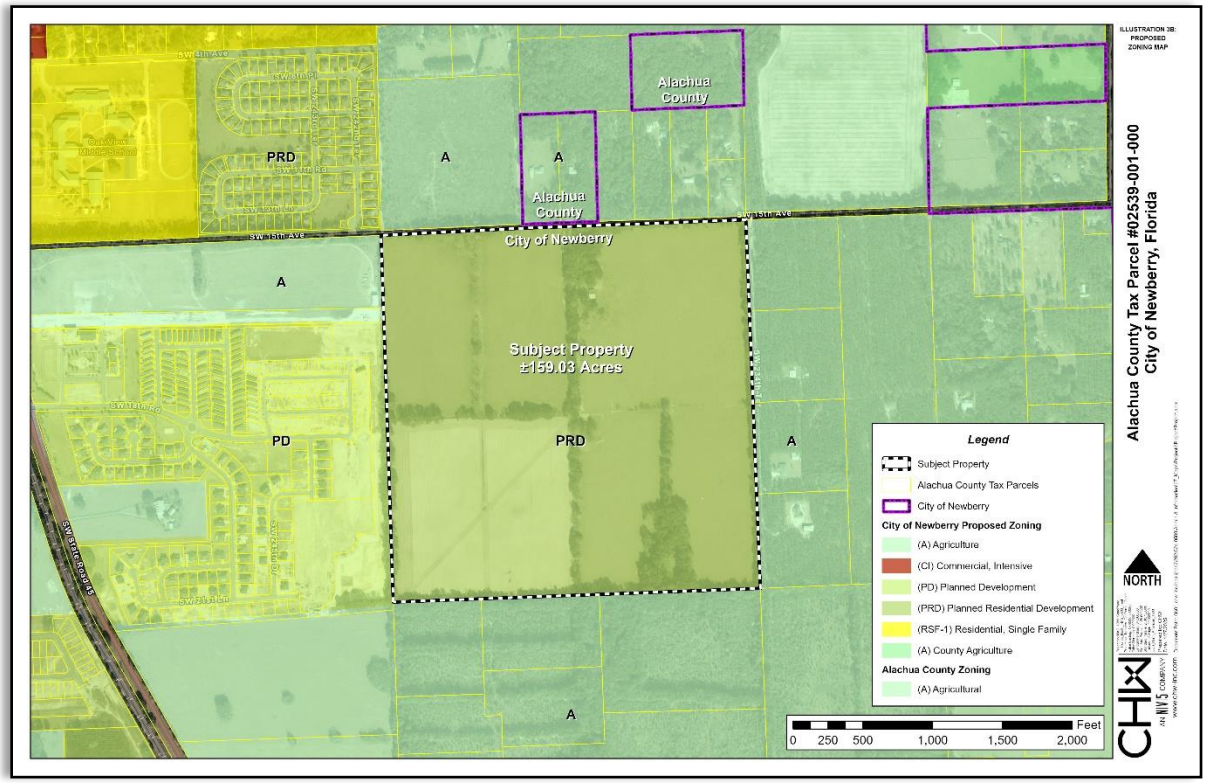


Figure 6: Proposed Zoning Map

3. IMPACT ANALYSIS

LEVEL OF SERVICE (LOS) – PLANNING ANALYSIS

This Planned Residential Development (PRD) Rezoning application requests to change the Subject Property's existing City of Newberry zoning designation from Agricultural (A) zoning to PRD zoning with the intent to permit a mix of single-family residential lot sizes within the project boundary. The Subject Property abuts existing City of Newberry development, including the applicant's CountryWay Town Square PD, and future connections will be coordinated with the City and local service providers, based on facilities needed and distribution engineering.

Potential impacts to public services are analyzed using the PRD's proposed maximum development potential:

- Residential:
  - Single-Family Residential: ±500 dwelling units (du) maximum
- Commercial:
  - **No commercial uses are proposed in connection with this application.**

The proposed site will be designed, engineered, and permitted in a minimum of four (4) phases of roughly equal 40-acre areas through a companion PRD phasing schedule. The first phase will build and interconnect the existing urban residential areas in CountryWay Town Square PD abutting the property's west boundary. Based on the proposed four (4) phases, the development entitled by the proposed Ls-CPA and companion Rezoning can be expected to generate similar impacts of 25% of each below impact analysis over a period of approximately twelve (12) years, or 25% impact in four (4) consecutive three (3) year periods, as per the proposed PRD phasing schedule.

Transportation Analysis

The Subject Property abuts SW 15th Avenue to the north and is proximal to US Highway 27, 41 / SR 45. The proposed PRD will directly access SW 15th Avenue and US Highway 27, 41 / SR 45 through the applicant's abutting CountryWay Town Square PD to the west.

Development of the CountryWay II of Newberry residential community at the theoretical maximum density *will not* result in a net increase of vehicular trips generated from on-site uses. As indicated in **Table 2**, the proposed rezoning to PRD represents a *reduction* of 28,411 Average Annual Daily Trips (AADT) from what is allowed by the existing underlying Mixed-Use Future Land Use (FLU). A traffic study performed at the Site/Development Plan stage will assess whether, if any, roadway improvements are required to comply with adopted Level of Service (LOS) operational standards.

Table 1: Trip Generation Table

CountryWay II of Newberry - Trip Generation				
Land Use	**ITE LU Code**	**Variable Size[1]**	**Generation Rate Coefficient[2]**	**Average Annual Daily Total (AADT)**
Proposed				
Residential	210	500	9.57	4,785
Current Potential under Existing adopted Mixed-Use FLU				
Residential[3]	210	445	9.57	4,259
Shopping Plaza (<150 KSF)[3]	821	781	37.05	28,937
Subtotal				**33,196**
Net Change				**-28,411**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PD FLU and existing Mixed-Use FLU. Commercial: 0.75 Floor Area Ratio (FAR) and 0.50 utility rate.*
2. *Trip generation figures are based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition.*
3. *Assumes maximum development potential at 70% residential and 30% commercial, in accordance with City of Newberry Mixed-Use Comprehensive Plan, Future Land Use Element.*

Potable Water Analysis

The Subject Property is within the City of Newberry's Urban Service Area, and future development will connect to public facilities, including the City's potable water supply, aided by the applicant's abutting CountryWay Town Square PD. Existing potable water infrastructure in CountryWay Town Square PD will be made available for connection, and a looped system will be designed to serve individual uses and fire flow within the proposed PRD.

Table 2: Potential Potable Water Impacts

Land Use	Maximum Units[1]	Generation Rate[2]	Estimated Demand (GPD)
Proposed			
Residential	500	250 gallons / du / day	125,000
Current Potential under Existing adopted Mixed-Use FLU			
Residential	445	250 gallons / du / day	111,250
Shopping Center without Food or Laundry	781,000	0.1 gallons / sf / day	7,810
Net Demand	**-**	**-**	**5,940**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PRD.*
2. *Generation Rate Source: City of Newberry.*

As indicated by the projected demand shown in **Table 3**, approval of this application at its theoretical maximum density *will* increase the impact to the City's potable water system. At the maximum potential density land use analysis authorized by the proposed PRD, there will be *increased* demand on the City's potable water system. Coordination with the City of Newberry during the site and development plan review process will further ensure LOS thresholds are not exceeded, as indicated in this Impact Analysis.

Sanitary Sewer Analysis

The proposed development area is within the City of Newberry's Urban Service Area and abutting existing development within the City. Sanitary sewer infrastructure serving CountryWay Town Square

PD will be made available for connection and designed to serve future on-site development throughout the proposed residential community.

Table 3: Potential Sanitary Sewer Impacts

Land Use	Maximum Units[1]	Generation Rate[2]	Estimated Demand (GPD)
Proposed			
Residential	500	250 gallons / du / day	125,000
Current Potential under Existing adopted Mixed-Use FLU			
Residential	445	250 gallons / du / day	111,250
Shopping Center without Food or Laundry	781,000	0.1 gallons / sf / day	7,810
Net Demand	**-**	**-**	**5,940**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PRD.*
2. *Generation Rate Source: City of Newberry.*

As indicated by the projected demand shown in **Table 4**, approval of this application at its theoretical maximum density *will* increase the impact to the City's sanitary sewer system. At the maximum potential density land use analysis authorized by the proposed PRD, there will be *increased* demand on the City's sanitary sewer system. Coordination with the City of Newberry during the site and development plan review process will further ensure LOS thresholds are not exceeded, as indicated in this Impact Analysis.

Solid Waste Analysis

Table 4: Potential Solid Waste Impacts

Land Use	Maximum Units[1]	Generation Rate[2]	Estimated Demand (GPD)
Proposed			
Residential	500	.655 tons / person / year	913.73
Current Potential under Existing adopted Mixed-Use FLU			
Residential	445	.655 tons / person / year	813.22
Nonresidential	781,000	((12 lbs. / 1,000 ft^2 / day * sf) * 365) / 2,000	1,710.39
Net Demand	**-**	**-**	**100.51**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PRD.*
2. *Generation Rate Sources:*
   a. *City of Newberry Comprehensive Plan, Policy IV.2.4.*
   b. *US Census Bureau estimated 2.79 persons per household for City of Newberry, Florida.*

As indicated by the projected demand shown in **Table 5**, approval of this application at its theoretical maximum density *will* increase the impact to the City's solid waste system. At the maximum potential density land use analysis authorized by the proposed PRD, there will be *increased* demand on the City's solid waste system. Coordination with the City of Newberry during the site and development plan review process will further ensure LOS thresholds are not exceeded, as indicated in this Impact Analysis.

Education Facilities Analysis

The Applicant is required to analyze the theoretical maximum number of school students that may be generated from the overall proposed development for long-range planning purposes, in accordance

with the City's Comprehensive Plan, Public School Facilities Element. **Table 6** illustrates the planning-level analysis for 500 single-family dwelling units. **Table 7** analyzes potential impacts for the PRD.

Table 5: Educational Facilities Analysis

Land Use	Units1	Elementary School		Middle School		High School	
		Rate[2]	Total	Rate[2]	Total	Rate[2]	Total
Proposed							
Single-family Residential	500	0.12	**60**	0.06	**30**	0.09	**45**
Total	*500*	*-*	*60*	*-*	*30*	*-*	*45*
Current Potential under Existing adopted Mixed-Use FLU							
Single-family Residential	445	0.12	**54**	0.06	**27**	0.09	**40**
Net Demand:	**-**	**-**	**6**	**-**	**3**	**-**	**5**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PRD.*
2. *Source: Alachua County Public Schools 2022-2027 Five Year District Facilities Plan*

Analysis: Approval of this application *may* result in a potential increase in impact on public schools. The maximum potential increase in number of students the single-family residential development could generate from the proposed PRD is **60 elementary, 30 middle, and 45 high school age students**.

The Subject Property is within the Southwest Alachua Elementary Concurrency Service Area (CSA), the Oak View Middle CSA, and the Newberry High CSA. While **Table 6** above indicates the potential student generation based on the *total* number of proposed dwelling units, **Table 7** demonstrates the potential student generation impact relative to elementary, middle, and high school facilities, per the ACPS 2023 Annual School Concurrency Report, Available Capacity and Level of Service.

Table 6: Alachua County Public Schools Concurrency Analysis

Land Use	Units	Elementary School			
		Rate[1]	Total	Southwest Alachua CSA 2029-2030 Capacity[2]	Impacts to Capacity
Single-family Residential	500	0.12	**60**	-28	**-88**

Land Use	Units	Middle School			
		Rate[1]	Total	Oak View Middle CSA 2030-2031 Capacity[2]	Impacts to Capacity
Single-family Residential	542	0.06	**30**	83	**53**

Land Use	Units	High School			
		Rate[1]	Total	Newberry High CSA 2030-2031 Capacity[2]	Impacts to Capacity
Single-family Residential	542	0.09	**45**	-66	**-111**

1. *Source: Alachua County Public Schools 2022-2027 Five Year District Facilities Plan*
2. *Source: Alachua County Public Schools 2023 Annual School Concurrency Report*

Analysis: The 2023 Annual School Concurrency Report which projects available capacity over the 10-year planning period. Oak View Middle CSA is anticipated to have sufficient capacity for the proposed development at buildout, and applicant has requested ACPS confirm elementary and high school capacity. Additionally, during development review, applicant acknowledges a Public School Student Generation Calculation Form must be submitted and reviewed by ACPS for determination of the adequacy of public schools to accommodate the students generated by the proposed development at theoretical maximum density.

Recreation Facilities Analysis

Analysis: Per the United States Census Bureau, the City of Newberry had an average of 2.79 persons per household between 2016 and 2020. Based on this, 500 dwelling units would yield ±1,395 persons. This would trigger adopted LOS thresholds set forth in the City of Newberry Comprehensive Plan Recreation and Open Space Element for the following facilities:

- *Picnicking*: a 500 person threshold for the initial picnic table, with a 500 person increment for each additional picnic table, resulting in an additional picnic table for every 500 persons; and
- *Bicycling*: a 1,000 person threshold for the initial mile of local roadway, with a 1,000 person increment for each additional mile of local roadway, resulting in an additional mile of roadway for every 1,000 persons.

Table 8 calculates the projected demand for each category based on the estimated population derived from total number of residential units and the average persons per household between 2016 and 2020. Each number in the table represents a single activity unit, and units are reported cumulatively. Therefore, to meet the City's picnicking and bicycling LOS standards, two (2) picnicking tables and one (1) mile of local roadway may be necessary.

Table 7: Recreational Facilities Level of Service by Estimated Population

Activity	Required Allocation to Meet Level of Service Standards[2]
Estimated Population[1]	1,395
Swimming (non-pool)	-
Fishing (non-boat)	-
Fishing (boat)	-
Camping (recreation vehicle and tent)	-
Picnicking	2
Bicycling	1
Hiking	-
Nature study	-
Golf	-
Equipped play area	-
Tennis	-
Baseball/softball	-
Football/soccer	-
Handball/racquetball	-
Basketball	-
Swimming (pool)	-
Shuffleboard	-

1. *Population Rate Source: U.S. Census Bureau, estimated 2.79 persons per unit.*
2. *Source: City of Newberry Comprehensive Plan Recreation and Open Space Element, Policy VI.3.1 and Policy VI.3.2., which establish the City's Level of Service standards for resource-based and user-based recreation facilities.*

4. CONSISTENCY WITH CITY OF NEWBERRY COMPREHENSIVE PLAN

This section identifies specific City of Newberry (the City) Comprehensive Plan Goals, Objectives, and Policies and explains how this application is consistent with each. Text from the City's Comprehensive Plan is provided in normal font, while consistency statements are provided in **bold** font.

FUTURE LAND USE ELEMENT

GOAL I.6 - IN RECOGNITION OF COMMUNITY VISION FOR NEWBERRY TO ENHANCE THE QUALITY OF LIFE IN THE CITY, DIRECT DEVELOPMENT TO URBAN SERVICE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS TO PROVIDE, SERVICE CAPACITY TO ACCOMMODATE GROWTH IN A FINANCIALLY FEASIBLE AND AN ENVIRONMENTALLY ACCEPTABLE MANNER.

URBAN SERVICE AREA SUB ELEMENT

OBJECTIVE I.6.2 Planned Development Standards: The City shall utilize innovative design standards to discourage urban sprawl, provide aesthetic standards and promote open space within the Urban Service Area as designated within this Comprehensive Plan. Planned Developments may be approved within the designated Economic Development Overlay areas or as a separate Planned Development (PD) land use classification for lands within the Urban Service Area, but outside the Areas designated as Economic Development Overlay Areas. The City shall prepare implementing regulations for Planned Development (PD) districts for the City's Land Development Regulations, by February 1, 2008.

The proposed Planned Residential Development (PRD), facilitated by this Rezoning application, will discourage urban sprawl by utilizing innovative design standards to provide a mix of single-family residential dwelling units to a range of income levels within the City of Newberry's Urban Service Area. Innovative design standards will discourage urban sprawl by providing compact urban development form, which promotes multi-model opportunities rather than traditional subdivisions. The PRD will allow single-family residential dwelling units within the City's Urban Service Area and in close proximity to existing commercial and mixed-use development, including the applicant's abutting CountryWay Town Square Planned Development (PD). The planned residential community will be designed in concert with the site's existing topography to maximize open space and recreational areas within the City. Site design will incorporate existing land form, fence lines, and tree rows in the master planned community's guiding design and vision.

A Large-scale Comprehensive Plan Amendment (Ls-CPA) application is submitted concurrently with this Rezoning application and requests the City's PD Future Land Use (FLU) on the Subject Property. The property is appropriate for future development as a planned residential community within the Urban Service Area, consistent with Objective I.6.2 above. This Objective is implemented through the City of Newberry's Land Development Regulations (LDRs), Section 4.20 for PRD.

Policy I.6.2.3 Planned Development within the Designated Urban Service Area outside of the areas described in item (a) and (b) Policies I.6.2.1 and I.6.2.2 above.

This area may include residential low, medium and high density land uses as described within this policy; recreation uses; public uses; commercial uses; solar energy facilities (commonly referred to as solar farms) as defined in the Land Development Regulations; and light manufacturing uses which are entirely conducted within an enclosed soundproof building. These uses may occur as mixed-uses or as a single use at the discretion of the City Commission. Material-Oriented Industrial Development, Intensive Agricultural Uses, and Mining Activities shall not be approved as Planned Developments within this area.

Intensities shall not exceed a .75 floor area ratio. Building heights shall be restricted to maintain a proportional relationship with surrounding land uses as well as with the Fire Department's ability to provide adequate fire suppression services.

The proposed development includes a planned residential community proximal to existing development within the City's Urban Service Area. The community will be designed to ensure maximum utility of land by incorporating a variety of lot sizes and mix of dwelling units to accommodate a range of income levels. As proposed, the PRD limits gross density to ±3.14 dwelling units per acre. Future site design will adhere to standards established in the City's LDRs to ensure compatibility with surrounding land uses, including agriculture, mixed-use, and planned development communities.

Traffic Circulation Element

GOAL II — PROVIDE FOR A TRAFFIC CIRCULATION SYSTEM WHICH SERVES EXISTING AND FUTURE LAND USES.

Objective II.1. The city, upon adoption of this Comprehensive Plan, shall establish a safe, convenient and efficient level of service standard which shall be maintained for all roadways beginning June 1, 1992 and as amended in 2009.

Policy II.1.1. Establish the service standards as noted below at peak hour for the following roadway segments within the city, which are located outside of the designated Transportation Concurrency Exception Area (TCEA) as shown on the Future Land Use Plan Map and Future Traffic Circulation Map of this Comprehensive Plan. And the Further, such standards shall be as defined within the Florida Department of Transportation "Level of Service Handbook", 2009.

The site directly accesses SW 15th Avenue to the north and US Highway 27, 41 / SR 45 to the west via the applicant's CountryWay Town Square PD, as illustrated in the accompanying proposed PRD Preliminary Master Plan. Future connections and access points of driveways and roads relative to the proposed PD and companion PRD will adhere to Florida Department of Transportation (FDOT) Level of Service standards (see Table 9), thereby promoting safe, convenient, and efficient transportation systems within and surrounding the residential community and City as a whole. A trip generation analysis has been performed in support of the proposed development, and the results show the rezoning, facilitated by a companion Ls-CPA will cap and lower thresholds below what is possible now within the Mixed-Use FLU classification (see Table 2).

Table 9: City of Newberry Roadway Segments for PRD

Roadway Segment Number	Roadway Segment	Number of Lanes	Functional Classification	Area Type	Level of Service
7b	U.S. 27,41/SR45/south of S.W. 30th Ave, to southern City Limits	2-U	Principal Arterial	Community Transitioning	C
8b	SW 15th Ave. (from SW 226th St. to U.S. 27,41/SR 45)	2-U	Minor Collector	Community Transitioning	TCEA

U — Undivided roadway
D — Divided highway

Sanitary Sewer, Solid Waste, drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

GOAL IV-1 — ENSURE THE PROVISION OF PUBLIC FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE CITY'S POPULATION.

Future development will connect to the City's potable water and sanitary sewer systems to ensure adequate facilities exist for proposed uses and to protect groundwater aquifer resources. Coordination with the City of Newberry during the site and development plan review process will further ensure LOS thresholds are not exceeded, as indicated in the Impact Analysis contained in this report.

The proposed development contains multiple phases as shown on the PRD Preliminary Master Plan accompanying this Rezoning application. Phases may be further divided into subunits (ex. Phase 1, Unit A; Unit B; etc.). The timing of phases may be influenced by the City's overall potable water and/or sewer capacity. The developer will work with the City to ensure available capacity exists during the construction plan/final platting stage of overall development plan permitting process.

5. CONSISTENCY WITH CITY OF NEWBERRY LAND DEVELOPMENT REGULATIONS

The following identifies how this application is consistent with the City of Newberry's (the City) Land Development Regulations ("LDRs"). Language from the LDRs is provided in normal font, and the consistency statements are provided in **bold** font.

Section 4.20. PRD Planned Residential Development.

4.20.1. Districts and intent. The PRD Planned Residential Development category includes one zone district: PRD. The purpose of this district is to permit planned residential developments, which are intended to:

(1) Encourage the development of planned residential development of land;

(2) Encourage flexible and creative concepts of site planning;

(3) Preserve the natural amenities of the land by encouraging scenic and functional open areas;

(4) Accomplish a more desirable environment than would be possible through strict application of the minimum requirements of these Land Development Regulations;

(5) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and

(6) Provide a stable environmental character compatible with surrounding areas.

This Rezoning application requests the City of Newberry's Planned Residential Development (PRD) zoning category on the Subject Property for the purpose of developing a master planned residential community. PRD zoning is necessary to support an innovative residential development within the City's Urban Service Area and to prevent urban sprawl.

The PRD is designed around principles providing flexible land allocation to create a cohesive, master planned residential community. Creative site design will be employed to provide a range of residential dwelling units and densities, blended across the site. Conceptual planning for the PRD prioritizes the preservation of existing natural features and tree canopy, thereby creating scenic and functional open areas for residents' enjoyment. The PRD will provide a network of walking trails and cart paths which will be connected throughout the community. Site design will incorporate existing form, fence lines, and tree rows in the master planned community's guiding design and vision.

The Subject Property is abutting CountryWay Town Center Planned Development (PD) and will be served by City of Newberry potable water and sanitary sewer. Proximity to existing development directly supports efficient use of land and utilities infrastructure within the Urban Service Area.

Access will be provided through CountryWay Town Center PD to the west, allowing residents to easily travel to surrounding mixed-use and commercial areas via US Highway 27, 41 / SR 45. The Subject Property also directly accesses SW 15th Avenue to the north.

The proposed PRD, as designed, is consistent with the City of Newberry's Comprehensive Plan and implementing Land Development Regulations (LDRs), as demonstrated in this report.

Approval of this Rezoning application will prevent urban sprawl by focusing higher density and intensity development where public services are readily available and master planned to promote residents' health, safety, and welfare within the City of Newberry.

4.20.2. *Permitted principal uses and structures.*

1. Residential dwellings including conventional single-family dwellings, duplex dwellings, and multiple-family dwellings.

9. Tiny Home Neighborhoods, as defined in Section 2.1 and regulated in accordance with Section 4.2.42.

Consistent with LDR Section 4.20.2, this PRD Rezoning application proposes single-family attached and detached dwellings, and tiny home neighborhood areas designed in accordance with Section 4.2.42 of the LDRs and the overall PRD Preliminary Master Plan. The PRD will be designed around an amenities center providing residents with opportunities for social and recreational activities.

Residential dwellings will be served by City of Newberry public services and facilities in the future, aided by connection to existing utilities infrastructure. The proposed PRD reflects creative site design, which supports the City's vision for future growth while avoiding sprawling development patterns.

4.20.3. *Permitted accessory uses and structures.*

1. On-site signs (see also section 4.2).

On-site signs will adhere to development standards as specified in the City's LDRs.

2. Uses and structures which:
    a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures;
    b. Are located on the same lot as the permitted use or structure, or on a contiguous lot in the same ownership; and
    c. Do not involve operations or structures not in keeping with the character of the district.
    d. Are Accessory Dwelling Units as defined in Section 4.2.4.2.
    e. Are utility sheds and carports, (refer to Section 4.2.4.).
    f. Are administratively approved permanent or temporary accessory structures within the required rear yard setback up to the rear property line, complying with Section 4.2.4.1.

Conceptual planning of the site includes an amenities center intended to provide residents with opportunities for multiple social and recreational activities.

4.20.6. *Procedure for approval of a planned residential development.* The procedure for obtaining a change in zoning for the purpose of undertaking a planned residential development shall be as follows:

1. *Planned residential development zoning and preliminary development plan approval.* The applicant shall submit to the land development regulation administrator a request for change to a planned residential development zoning district containing the following exhibits:

    a. A statement of objectives describing:

(1) The general purpose of the proposed development; and

(2) The general character of the proposed development.

A pre-application conference with City of Newberry staff was held on August 7, 2024, prior to application submittal. This PRD Rezoning application proposes a residential, master planned community offering attached and detached single-family dwellings, and tiny home neighborhood areas. The Subject Property is ±159.03 acres held under common ownership, as indicated in the accompanying application materials. The application is submitted by CHW, an NV5 Company.

b. A vicinity map showing the location of the proposed planned residential development in relation to:

(1) Surrounding streets and thoroughfares;

(2) Existing zoning on the site and surrounding areas; and

(3) Existing land use on the site and surrounding areas.

The vicinity map shall be drawn at a scale to show an area of no less than 1,000 feet surrounding the property. A greater area may be required if the planning and zoning board determines information on a larger vicinity is needed.

c. A boundary survey and legal description of the property.

CHW GIS maps provided in this report show the surrounding context area (Figures 1 and 2), as well as surrounding existing land uses and zoning (Figures 3 and 5). A legal description is included in the accompanying property owner information.

d. A topographic survey from the most recent United States Geological Service topographic survey may be used if more detailed topographic information is not available.

e. A site analysis map at the same scale as the preliminary development plan described below shall be submitted indicating flood prone areas, areas with slopes greater than five percent, areas of soils which are marginally suited for development purposes and tree cover.

Figure 7 shows topographic boundaries at 2-foot and 10-foot contour intervals and environmental factors. The site does not contain any FEMA-designated floodplain, or areas with slopes greater than five (5) percent. On-site soils are identified in Figure 8 and are generally suitable for development, as noted throughout the abutting and context area.

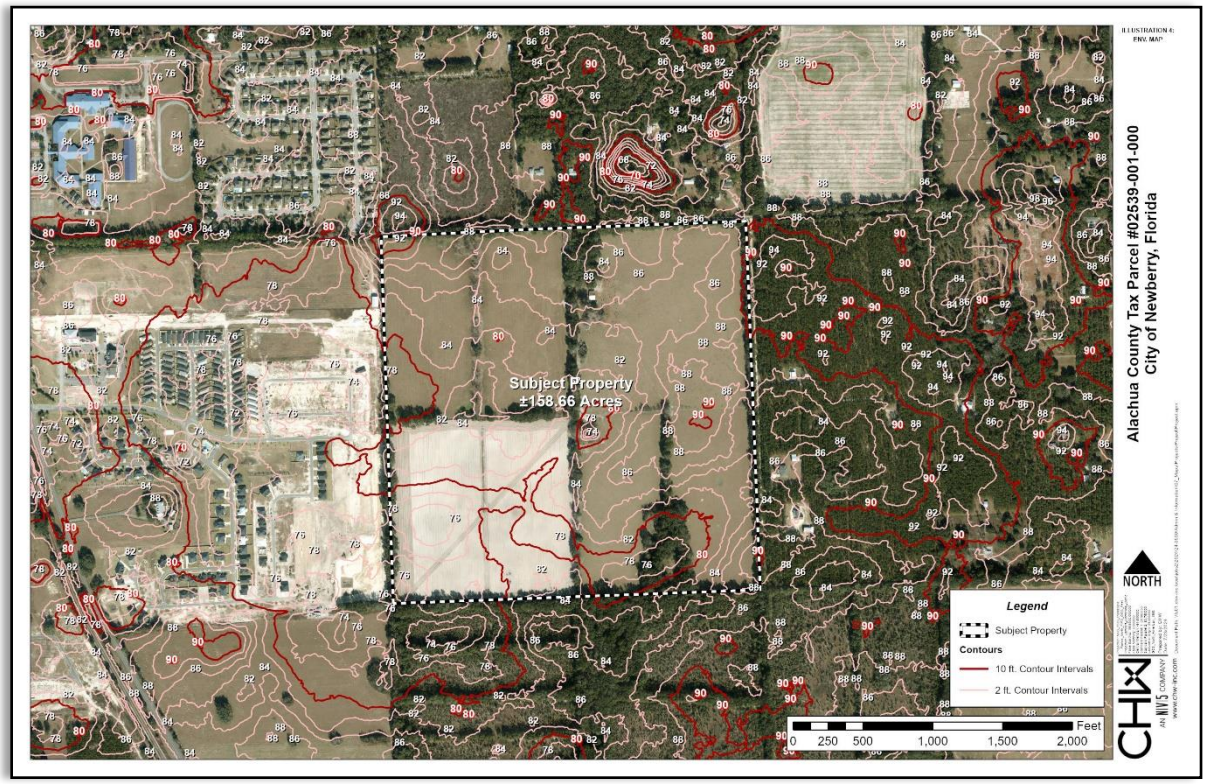


Figure 7: Environmental Map

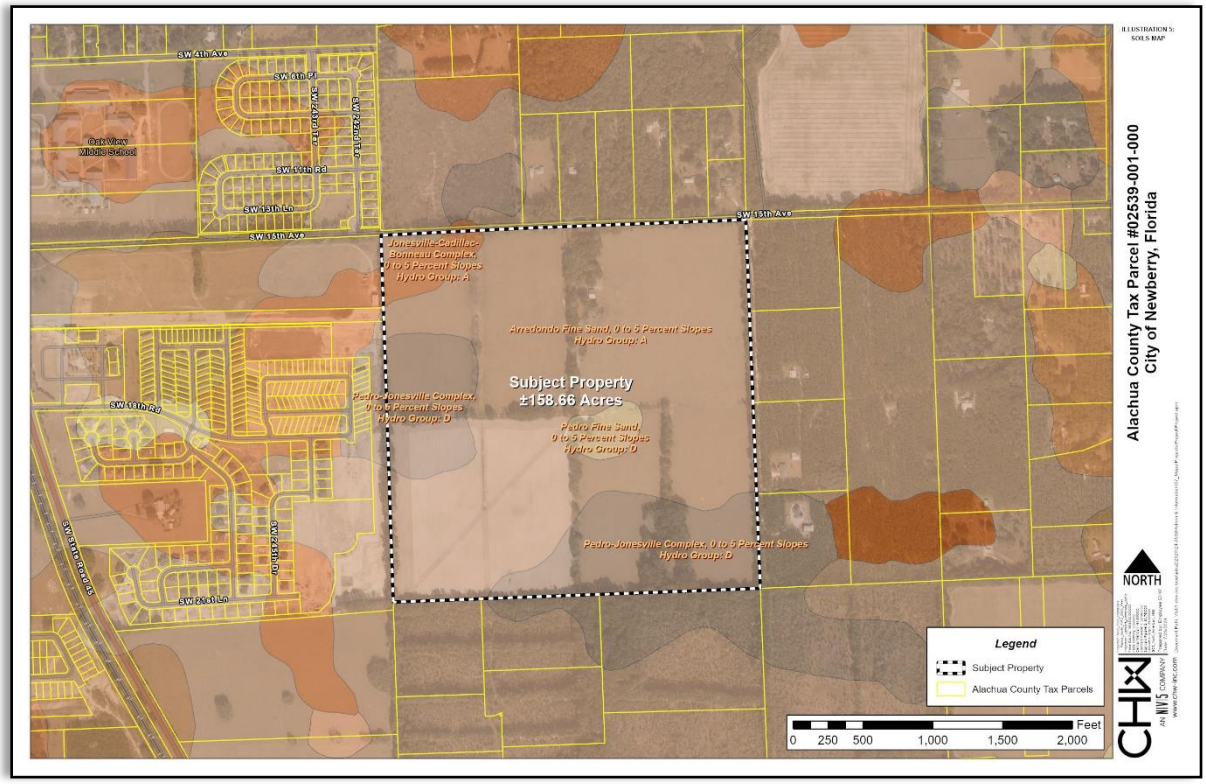


Figure 8: Soils Map

f. A preliminary development plan drawn at a scale suitable for presentation, showing:

(1) Proposed land uses;

(2) Lot sizes indicated either by lot lines drawn in their proposed location or a statement on the face of the preliminary development plan concerning proposed lot sizes, including minimum lot sizes; and

(3) Building setbacks defining the distance buildings will be set back from:

(a) Surrounding property lines;

(b) Proposed and existing streets;

(c) Other proposed buildings;

(d) The centerline of streams and creeks;

(e) The high water line of lakes; and

(f) Other manmade or natural features which would be affected by building encroachment.

(4) Maximum height of buildings;

(5) Common open spaces;

(6) Arterial and collector streets and thoroughfares. Local access streets and interior circulation should be shown on the preliminary development plan for planned residential developments which have no planned arterial or collector streets within the projects;

(7) Common outside storage areas; and

(8) Screening, buffering, and landscaped buffer areas.

Special provisions:

The location of any structure (except permitted docks, walkways and piers) shall be set back a minimum of 35 feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be set back a minimum of 35 feet from perennial streams and creeks.

A PRD Preliminary Master Plan demonstrating adherence to the City's development and design standards, as set forth in the LDRs, is submitted with this PRD Rezoning application. Creative site design will be employed to provide a range of residential dwelling units and densities, blended across the site in a manner that supports multi-modal connections, shared recreation and open space, tree preservation, and wind breaks.

The accompanying PRD Preliminary Master Plan indicates proposed lot dimensions, setback lines, and lot coverage. A final development plan showing location of all proposed building sites, minimum lot sizes, setback lines, lot coverage and floor area specified by the PRD Preliminary Master Plan will be submitted to the City Commission during the final Development/Site Plan review stage.

g. A table showing acreage for each category of land use.

h. A statement concerning gross density and net residential acreage (see section 4.20.5 for definition of gross density and net residential acreage).

i. A statement concerning proposed floor area ratios (percent of lot in relation to building floor area) and the maximum building coverage expressed as a percent of the total site area.

j. A preliminary utility service plan including sanitary sewers, storm drainage, and potable water supply, showing general locations of major water and sewer lines, plant location, lift stations, and indicating whether gravity or forced systems are planned. Size of lines, specific locations, and detailed calculations are not required at this stage.

k. A statement indicating the type of legal instruments that will be created to provide for the management of common areas and any private roads.

As proposed, the PRD allows a gross density of ±3.14 dwelling units per acre, permitting a maximum of ±500 dwelling units, on the ±159.03-acre site. The PRD will allow only residential uses, as shown on the accompanying PRD Preliminary Master Development Plan. No non-residential uses are proposed.

In addition to the internal road network, pedestrian trails and cart paths will connect stormwater management facilities (SMF) providing additional usable, open space areas throughout the community. Common areas and private roads within the PRD will be owned and controlled by a homeowner's association (HOA) or other similar entity.

Utilities planning will be coordinated with surrounding development to ensure efficient service. Future development will generally occur in four (4) phases and may be further broken down into subphases. Development will be coordinated with the City of Newberry to ensure proper access, circulation, drainage, open space, and utilities at the time of construction.

4.20.12. *Development standards for planned residential developments.*

1. *Minimum size parcel.* The minimum size parcel for planned residential development shall be five acres.

The Subject Property is a ±159.03-acre unified parcel which exceeds the City's required minimum size parcel of five (5) acres for a PRD.

2. *Conformance with the Comprehensive Plan.* Densities for planned residential developments shall be based upon and be consistent with the Comprehensive Plan. No final development plan may be approved unless it is in conformance with the Comprehensive Plan.

The proposed PRD is consistent with the City of Newberry's Comprehensive Plan Goals, Objectives, and Policies, as is demonstrated in this report and supporting application materials.

3. *Relationship to zoning district.* An approved planned residential development is a separate zoning district in which the final development plan, as approved, establishes the restrictions and regulations according to which the development shall occur. Upon approval, the official zoning atlas shall be changed to indicate the area as a planned residential development.

This application requests a rezoning to PRD for future development as a residential community, offering single-family attached and detached dwellings and tiny home neighborhood areas, designed in accordance with the City's LDRs.

4. *Residential density and housing types.* Any combination of residential density and housing types is permitted for a planned residential development, as long as the overall gross density does not exceed the prescribed total number of dwelling units of the Comprehensive Plan land use classifications contained on the project site.

This PRD Rezoning application proposes a permitted gross density of ±3.14 dwelling units per acre. Conceptual designs and plans for the PRD include a blend of lot products, sizes, and homes intended to satisfy a range of incomes level and lifestyle preferences. Residential dwellings will include single-family attached and detached units, as well as tiny homes.

5. *Dimensional and bulk restriction.* The location of all proposed building sites shall be shown on the final development plan subject to minimum lot sizes, setback lines, lot coverage and floor area specified by the preliminary development plan as approved by the city commission.

The accompanying PRD Preliminary Master Plan indicates proposed lot dimensions, setback lines, and lot coverage. A final development plan showing location of all proposed building sites, minimum lot sizes, setback lines, lot coverage and floor area specified by the preliminary development plan will be submitted to the City Commission during future Development/Site Plan stage review.

6. *Internal compatibility.* All land uses proposed within a planned residential development shall be compatible with other proposed uses; that is, uses shall be able to coexist in relative proximity to other uses in a stable fashion over time such that no other uses are unduly, negatively impacted, directly or indirectly by such uses. An evaluation of the internal compatibility by a planned residential development shall be based on the following factors:
    a. The existence or absence of and the location of common open spaces and recreational areas;
    b. The use of existing and proposed landscaping;
    c. The treatment of pedestrian ways;
    d. The use of topography, physical environment, and other natural features;
    e. The traffic and pedestrian circulation pattern;
    f. The use and variety of building setback lines, separations and buffering;
    g. The use and variety of building groupings;
    h. The use and variety of building sizes;
    i. The separation and buffering of parking areas and sections of parking area;
    j. The variety and design of dwelling types;
    k. The proposed land uses and the conditions and limitations thereon;
    l. The form of ownership proposed for various uses; and
    m. Any other factor deemed relevant to the privacy, safety, preservation, protection, or welfare of any proposed use within the planned residential development.

The PRD is designed to ensure compatibility within and surrounding the residential community. Facilitated by this PRD Rezoning application, the site will be master planned to allow a more efficient use of land while encouraging the creation of common open spaces and recreational and social areas for residents' enjoyment. A network of pedestrian trails and cart paths will link open space areas across the community, and a centrally-located amenities center will provide residents with additional opportunities for recreation.

Site planning will reflect a design aesthetic which prioritizes the natural landscape of the site. The internal roadways will be designed with respect to the site's existing topography and preservation of existing vegetation. Treed buffers will provide natural transitions around the

boundary of the neighborhood, ensuring future uses are able to coexist in relative proximity to other uses in a stable fashion over time.

As illustrated on the accompanying PRD Preliminary Master Plan, the PRD is designed to allow the safe and efficient flow of residential traffic and pedestrian circulation throughout the community and to surrounding areas. Internal roadways will adhere to the City's requirements for link-to-node ratios and traffic calming measures, including roundabouts, canopy trees in bulb-outs, and chicanes. Roadways will be designed to avoid uninterrupted, straight internal street segments longer than 500 linear feet, as no on-street parking will be permissible in the PRD.

The PRD will offer a variety of single-family detached and attached residential dwellings, and tiny home neighborhood areas. Residential dwellings, and supportive structures, will adhere to City of Newberry regulations pertaining to setback requirements. Treed areas along the property's perimeter will provide transitional buffering between residential dwellings within the PRD and surrounding properties. In addition to sidewalks, landscaped pedestrian pathways and cart paths will be created to form a network connecting residents to usable open space and recreational areas. Direct access will also be provided to the abutting CountryWay Town Center PD mixed-use development, allowing residents access to a range of dining, health, and retail establishments.

7. *External compatibility.* All land uses proposed within a planned residential development shall be compatible with existing and planned uses of properties surrounding the planned residential development; that is, internal uses shall be able to coexist in relative proximity to existing or planned surrounding uses in a stable fashion over time such that neither internal nor surrounding uses are unduly, negatively impacted, directly or indirectly by such uses. An evaluation of the external compatibility of a planned residential development should be based on the following factors:
    a. All of these factors listed in this section, with particular attention to those areas of the planned development located on or near its perimeter;
    b. The uses proposed near the planned development perimeter and the conditions and limitations thereon;
    c. The type, number and location of surrounding external uses;
    d. The comprehensive plan designation and zoning on surrounding lands; and
    e. Any other factor deemed relevant to the privacy, safety, preservation, protection, or welfare of lands surrounding the planned residential development and any existing or planned use of such lands.

The PRD design ensures compatibility with existing and planned uses surrounding the proposed residential development. As illustrated on the accompanying PRD Preliminary Master Plan, buffer areas along the property's perimeter will provide transitional buffering between residential dwellings within the PRD and surrounding properties. Additionally, multiple access points will be provided to ensure residential traffic is dispersed at ingress and egress.

Surrounding uses include CountryWay Town Center PD to the west, with mixed-use and agricultural lands to the north, east, and south. SW 15th Avenue, a County-maintained road, extends along the property's north boundary and provides direct connection to nearby US Highway 27, 41 / SR 45. The PRD will be master planned to maximize open space areas and to preserve the site's natural topography. Existing vegetation will be utilized to shade pedestrian and cart paths, as well as social spaces and recreational areas.

8. *Intensity of development.* The residential density and intensity of use of a planned residential development shall (1) be compatible with the physical and environmental characteristics of the site, (2) be able to coexist in relative proximity to existing or planned surrounding uses in a stable fashion over time such that neither internal nor surrounding uses are unduly, negatively impacted, directly or indirectly by such densities and intensities of use, and (3) comply with the policies and density limitations set forth in the Comprehensive Plan. Specific densities and intensity of uses within a planned residential development shall be determined based on the following factors:

    a. The locations of various proposed uses within the planned development and the degree of compatibility of such uses with each other and with surrounding uses;

This PRD Rezoning application proposes single-family residential uses with supportive amenities for residents' enjoyment. Offering a mix of residential dwelling units, the site will be master planned to blend various lot products and sizes throughout the site, helping to ensure a range of residential dwellings are able to coexist within a single development in a stable fashion over time. In addition, transitional buffers surrounding the site perimeter will further ensure compatibility of residential uses with surrounding land uses, including rights-of-way; mixed-use areas; and passive agricultural uses.

    b. The amount and type of protection provided for the safety, habitability and privacy of land uses both internal and external to the planned development;

A thoughtful combination of lot sizes and residential dwelling units adhering to appropriate development criteria, and supporting internal roadway networks will ensure safety, habitability, and privacy both internally and externally.

    c. The existing residential density and intensity of use of surrounding lands;

The proposed PRD will offer a range of residential dwelling units satisfying a range of lifestyle needs and income levels. The PRD will be designed so that the residential community reflects a natural extension of existing residential areas in the applicant's abutting CountryWay Town Center PD to the west.

    d. The availability and location of utility services and public facilities and services;

Future development will include extending planned public facilities and services from the applicant's abutting CountryWay Town Center PD to serve the PRD. The extent of developer responsibility, if any, for public infrastructure improvements to maintain adopted Level of Service (LOS) standards will be determined at the site and development plan approval stage.

    e. The amount and size of common open spaces and recreation areas;

Stormwater areas providing usable common open space and recreation areas are located throughout the site, with a network of pedestrian trails and cart paths linking open space areas across the residential community. The PRD will provide a minimum of fifteen percent (15%) usable, common open space, provided that any PRD which consists of one-family dwellings with individually deeded lots shall only be required to have five percent (5%) usable, common open space.

    f. The existence and treatment of any environmentally sensitive areas on the planned development property or surrounding lands;

As shown in Figure 6 above, the Subject Property *is not* within a FEMA floodplain, nor does the Subject Property contain any National Wetlands Inventory (NWI)-identified wetlands. Furthermore, there are no environmentally sensitive areas within or surrounding the Subject Property that would prohibit on-site development.

g. The access to and suitability of transportation arteries proposed within the planned development and existing external transportation systems and arteries; and

The PRD will access US Highway 27, 41 / SR 45 via the applicant's CountryWay Town Center PD, which abuts the Subject Property to the west. Direct access to SW 15th Avenue will also be provided at the time in which build out of Phase 4 concludes. Modifications to existing roadways will be assessed during site and development plan review based on a traffic study. Modifications required to serve on-site uses, as well as any requisite roadway improvements identified by the traffic study, will be the responsibility of the developer and may be addressed through land dedication, the provision of new facilities, and/or a proportionate share agreement.

h. Any other factor deemed relevant to the limitation of the intensity of development for the benefit of the public health, safety and welfare.

No additional factors relevant to the limitation of the intensity of the development for the benefit of public health, safety, and welfare have been identified.

9. *Common open space.* At least 15 percent of the area covered by a final development plan shall be usable, common open space owned and operated by the applicant or dedicated to a homeowner association or similar group, provided that in establishing the density per gross acre the city commission may increase the percentage of common open space in order to carry out the intent and purpose set forth in this article; and provided that any planned development which only consists of one-family dwellings with individually deeded lots shall only be required to have ten percent usable, common open space. Not more than one-half of the total common open space area may be in a floodplain, buffer area, and/or water bodies.

Special provisions:

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of 35 feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of 35 feet from perennial streams and creeks.

Common open space will be provided as active or passive recreation, Stormwater Management Facilities (SMF), or buffer areas and in accordance with LDR Section 4.20.12, subsection 9, above. A network of pedestrian and cart paths will link common open space areas throughout the residential community and shall provide residents with opportunities for nature trails, wildlife viewing, and other outdoor recreational and social activities.

10. *Access and parking.* All streets, thoroughfares and access ways shall be designed to relate to the traffic circulation plans of the area. Adequate off-street parking shall meet the requirements specified for the uses found in the district regulations and section 4.2 of these Land Development Regulations.

As illustrated on the accompanying PRD Preliminary Master Plan, a primary corridor connected to abutting development will serve the site with local streets stemming from this roadway. The internal roadway network will be designed to support multi-modal transportation, and residential dwellings will have adequate parking space in garages and/or

driveways. To ensure safe traffic circulation, traffic calming measures, such as round-abouts, canopy trees in bulb-outs, chicanes, and on-street parking, may also be provided on uninterrupted, straight internal street segments longer than 500 feet pursuant to feedback received from City staff.

11. *External transportation access.* A planned development shall provide direct access to, a major street (arterial or collector) unless, due to the size of the planned development and the type of uses proposed, it will not adversely affect the traffic on adjoining minor (local) streets. In addition, the planned development shall make connection to the city grid road system when available or as planned.

The PRD will access US Highway 27, 41 / SR 45 via the applicant's CountryWay Town Center PD, which abuts the Subject Property to the west. Direct access to SW 15th Avenue will also be provided at the time in which build out of Phase 4 concludes. Modifications to existing roadways will be assessed during site and development plan review based on a traffic study. Modifications required to serve on-site uses, as well as any requisite roadway improvements identified by the traffic study, will be the responsibility of the developer and may be addressed through land dedication, the provision of new facilities, and/or a proportionate share agreement.

12. *Internal transportation access.* Every dwelling unit or other use permitted in a planned development shall have access to a public street either directly or by way of a private road. Permitted uses are not required to front on a dedicated public road. Private roads shall be constructed according to city specifications as found in article 5 Subdivision Regulations. If the planned development contains private roads, such private roads shall be owned and maintained by the applicant or dedicated to a homeowners' association or similar group.

The PRD will directly access the abutting CountryWay Town Center PD to the west. A main corridor planned for development will serve as a connection from which local streets will branch off this corridor. This allows the internal streets to function in an interdependent manner, while access to US Highway 27, 41 / SR 45 and SW 15th Avenue guarantees adequate access for emergency and service vehicles, future connectivity for transportation routes, and continuous and comprehensible traffic routes.

13. *Perimeter requirements.* Structures, buildings and streets located at the perimeter of the development shall be permanently screened by a landscaped buffer area (see section 4.2).

The proposed PRD will be master planned and designed to transition from residential uses to agriculture uses surrounding the site and more intense uses in the abutting mixed-use area. The PRD Preliminary Master Plan submitted with this report indicate general areas for transitional buffering to protect the privacy and amenity of abutting existing uses. A combination of landscaped buffers, screening, and common areas have been planned throughout and along the site's perimeter.

14. *Control of area following completion.* After completion of a planned residential development, the use of the land and/or modification or alteration of any buildings or structures within the area covered by the final development plan shall continue to be regulated in accordance with the approved final development plan except as otherwise provided for herein.
    a. Minor extensions, alterations or modifications of existing buildings or structures may be permitted after review and approval by the land development regulation administrator provided they are substantially consistent with the original purpose, intent, overall design, and integrity of the final development plan.

b. Substantial change in permitted uses, location of buildings, or other specifications of the final development plan may be permitted following public hearing and approval by the city commission upon receipt of the recommendation of the planning and zoning board, as long as such changes are consistent with the original purpose, intent, overall design, and integrity of the final development plan.

The applicant acknowledges the above policy.

4.2.42. *Tiny home neighborhoods.*

4.2.42.1. *Intent.* Tiny home neighborhoods are intended to provide opportunities for creative, diverse and high quality infill development, promoting a sense of community, and offering a variety of housing types and sizes available within the development to meet the needs of a population diverse in age, income, and household composition; provide a more efficient use of land while encouraging creation of more usable open space for neighborhood residents; and provide a means to maximize resident- and pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.

The proposed PRD will include tiny home neighborhood areas to ensure future residential development satisfies a population diverse in age, income, and household composition. Tiny home neighborhood areas directly support infill and sustainable land use by promoting compact development within the PRD and City's Urban Service Area. Access to existing utilities, infrastructure, and community services, aided by proximity to surrounding development, further maximizes efficient land use while protecting resources.

In accordance with Section 4.2.42 of the LDRs, tiny home neighborhood areas will be designed to foster residents' sense of community by promoting interaction between residents through the prioritization of usable outdoor space areas intended for pedestrian use. The internal street network and parking will also be designed to minimize impact of automobile traffic and parking through clustered unit layout with eyebrow parking areas.

4.2.42.2. Tiny home neighborhoods are allowed only by special exception in the A, RSF-2, RSF-3, RSF/MH-2, RSF/MH-3, RMH, RMH-P, and RMF Zoning Districts when incorporated into existing residential districts. In the MU, PRD, and PD zoning districts, tiny home neighborhoods may be developed as part of an approved development order and master plan, provided that the tiny home neighborhood portion of the development constitutes no more than 30 percent of the overall residential component of the development. Further, within the MU, PRD, and PD zoning districts, tiny homes are allowed only in a tiny home neighborhood within the larger development and are not allowed to be individually scattered throughout the development.

Tiny home neighborhood areas will be designed and developed as part of the applicant's residential community on an area not to exceed thirty (30) percent of the project's residential area. The tiny neighborhood areas will be master planned within the larger development to ensure compatibility with surrounding single family dwellings.

4.2.42.3. *Requirements, general.*

1. *Tiny home.* A tiny home, as defined in section 2.1, shall be built consistent with the requirements set forth in these regulations. The size of tiny homes is based on the Florida Building Code as to minimum living space requirements with a maximum of 600 SF allowed. Tiny homes may be located on individually platted lots or on a common ownership lot that is not platted and may be provided as single units or as duplex buildings. Homes must be site built or of modular construction on an approved permanent foundation; manufactured homes

constructed and inspected in accordance with federal regulatory requirements may only be permitted in areas zoned for manufactured homes.

Proposed tiny home neighborhood areas will include tiny homes with a minimum living space of 400 square feet (sf). The tiny homes will be located on individually platted lots or on a common ownership lot that is not platted, and structures will be provided as single units or as duplex buildings. Dwellings within the tiny home neighborhood will be site built or of modular construction on an approved permanent foundation. To the extent in which the tiny homes qualify as manufactured housing, the dwellings will be constructed and inspected in accordance with federal regulatory requirements. Furthermore, tiny homes within the tiny home neighborhood areas shall be allowed by right within the PRD.

2. *Neighborhood size.* In all residential districts, tiny home neighborhoods shall be on lots a minimum of one acre in size, and a maximum of three acres. A minimum of four homes and a maximum of 12 homes per acre are allowed around any common area in a tiny home neighborhood. In Agricultural districts, tiny home neighborhoods are limited to a minimum of five-acres and a maximum of ten acres, with a maximum of three tiny homes per each five acres. Tiny home neighborhoods may be incorporated by right within new Mixed-Use, Planned Residential Developments and Planned Developments, or within specified existing residential districts by Special Exception, unless otherwise provided in these regulations, and must be developed consistent with the development and design standards provided in Section 4.2.42.

Tiny home neighborhood areas are proposed as part of the applicant's master planned, residential community and will be designed for an area no less than one (1) acre in size. Tiny home neighborhood areas will be allowed by right within the applicant's new PRD and developed consistent with the development and design standards provided in Section 4.2.42, except as otherwise requested in the site specific performance standards defined in the PRD.

3. *Common area.* A centralized common area shall be provided in the development in accordance with the design requirements for tiny home neighborhoods provided herein.

A centralized common area may be provided specific to the grouped tiny homes or may be accomplished in common with the site's overall common area.

4. *Common buildings.* One community building per neighborhood is allowed. Community buildings may contain, but are not limited to, a club house, a common dining area, kitchen, bathroom, laundry facilities, one sleeping quarters for guests and/or storage. The maximum size of a community building is 2,500 square feet. Common buildings shall meet Florida Building Code and Florida Fire Prevention Code standards for Occupancy Classification of the structure.

The above policy is acknowledged and understood by the applicant.

5. *Density*. In accordance with the City of Newberry Comprehensive Plan's Future Land Use Element policies for tiny home developments in the Agriculture, Low Density Residential, Medium Density Residential, Mixed-Use and Planned Development Future Land Use categories, tiny home neighborhoods may develop at two times the maximum units per acre of the zoning district designation.

The proposed ±159.03-acre site dictates the overall gross density allowed within the project area. Sub-areas within the overall site may have higher net densities. The provision does

not apply within the master planned PRD based on the overall blended lot size and locations within the master planned community.

6. *Lot requirements.* Tiny home neighborhoods may be developed either by platting separate lots for each home, or by locating all homes on a common ownership community lot. All lots are exempt from the lot size and dimension requirements of the zoning district in which they are located; instead, the following requirements apply:

    a. For tiny home neighborhoods with individually platted lots, the minimum lot area per dwelling unit shall be in accordance with the minimum lot width and depth standards provided below, with a maximum lot coverage of 40 percent for structure, and 30 percent for porches and drives. Excluding those lots required for open space, stormwater management, and other site functions, the following minimums apply:

        i. *Width.* Minimum lot width shall be 20 feet.

        ii. *Depth.* Minimum lot depth shall be 50 feet.

        iii. For tiny home neighborhoods on a common ownership lot that is not platted, lot requirements specific to each tiny home neighborhood development shall be specified on the approved site plan.

Tiny home neighborhood areas may be developed either by platting separate lots for each home, or by locating all homes on a common ownership community lot. All lot sizes and dimension requirements shall be as defined in the overall PRD Preliminary Master Plan.

7. *Access.* Tiny home neighborhoods shall have direct access to a paved, publicly maintained street, with a maximum two points of ingress/egress allowed serving internal driveways and parking. All private roads, drives or alleys shall be consistent with Section 5.26 - Streets.

Tiny home neighborhood areas within the applicant's master planned residential community shall have direct access to a paved, publicly maintained streets. All private roads, drives or alleys shall be consistent with standards contained within the City's LDRs, Section 5.26 – Streets.

8. *Emergency access.* For neighborhoods with common parking areas, stabilized access shall be provided such that the farthest distance from a structure to the stabilized surface is 150 feet. The stabilized access shall be consistent with Section 5.26 - Streets.

For common parking areas, stabilized access shall be provided such that the farthest distance from a structure to the stabilized surface is 150 feet. The stabilized access shall be consistent with the City's LDRs, Section 5.26 - Streets.

9. *Setbacks.* All zoning district setbacks shall be applicable from the property boundaries and not from internal individual platted lots. Required buffers may be located within the setback.

    a. Modified setbacks specific to each tiny home neighborhood development shall be specified on the approved site plan.

    b. No portion of a tiny house or appurtenance shall be constructed as to project into any commonly owned open space.

c. No structure or portion thereof shall be closer than ten feet to any structure on the same lot or on an adjacent lot.

All setbacks shall be applicable from the property boundaries and not from internal individual platted lots. Buffers may not be located within the setback.

a. Modified setbacks specific to each tiny home neighborhood development shall be specified on the approved PRD Preliminary Master Plan.

b. No portion of a tiny house or appurtenance shall be constructed as to project into any commonly owned open space.

c. No structure or portion thereof shall be closer than allowed by Florida Building Code.

10. *Neighborhood boundary buffers.* A 15-foot wide landscaped buffer area, shall be required along property lines adjacent to existing platted subdivisions or lots in excess of 7,500 square feet with an existing single family residence.

The above policy is not applicable.

11. *Landscaping.* Landscaping shall be consistent with section 4.2.11. “Landscaped buffer areas”, and in compliance with the additional design requirements for tiny home neighborhoods provided herein.

Landscaping shall be consistent with City LDRs, Section 4.2.11. “Landscaped buffer areas”, and in compliance with the additional design requirements for tiny home neighborhoods provided herein.

12. *Open Space.* Open Space shall be provided in accordance with an approved special exception or development order and master plan specific to each tiny home neighborhood, per the zoning district in which the tiny home neighborhood is located, subject to the additional design requirements for tiny home neighborhoods provided herein.

Open space shall be provided in accordance with the overall PRD Preliminary Master Plan.

13. *Stormwater.* Stormwater management provision shall be consistent with Article 7. – Stormwater Management Regulations and any additional design requirements for tiny home neighborhoods provided herein.

Stormwater Management Facilities (SMF) provision shall be consistent with Article 7. – Stormwater Management Regulations of the City’s LDRs and in common with the overall approved PRD Preliminary Master Plan.

14. *Utilities.* Tiny home neighborhoods shall be served by potable water and centralized sanitary sewer where available. In the Agriculture zoning district, where central water and sewer are not available, a maximum three tiny home dwelling units per five acres is allowed.

Tiny home neighborhood areas shall be served by potable water and centralized sanitary sewer.

15. *Maintenance of open space, common areas, roads and drives, and utilities.* The applicant shall ensure that joint use and maintenance of common areas and open space, community

facilities, private roads and drives, and all other commonly owned and operated property is guaranteed through a recorded maintenance plan, covenants, deeds and/or homeowners' association by-laws. As part of any application for development approval of a tiny home neighborhood, a copy of proposed language for these documents shall be submitted for review by the city. For platted developments, such documents and conveyances shall be accomplished and be recorded, as applicable, with the county as a condition precedent to the filing of any final plat of the property or division thereof, except that the conveyance of land to a homeowners' association may be recorded simultaneously with the filing of the final plat.

Open space, common areas, roads and drives, and utilities shall be maintained in common with the overall PRD Preliminary Master Plan.

4.2.42.4. *Design Requirements.*

1. *Centralized common area.* Each tiny home neighborhood shall have a centralized common open space area which includes usable public spaces such as lawn, community gardens, patios, plazas or scenic viewing area. Common tables, chairs and benches are encouraged, with all houses having access. The centralized common area shall be designed to meet the following:

    a. A minimum 400 square feet of common open space is required per unit.

    b. The principal common area shall be centrally located to the development. Additional common open space may account for up to 25 percent of the total requirement with trails and pathways connecting the total development. Passive trails are allowed and may count towards the common open space requirement.

    c. Community buildings or clubhouses may be counted towards the common open space calculation.

    d. Tiny homes shall surround the centralized common open space on a minimum of two sides of the open space area.

    e. The centralized common area may include stormwater management facilities incorporating low impact development designs provided that a minimum of 400 square feet per dwelling unit is usable by the residents for active or passive recreation.

Each tiny home neighborhood area shall have centralized common open space area(s), which include usable public spaces such as lawn, community gardens, patios, plazas or scenic viewing area. Common tables, chairs and benches will be encouraged, with all houses having access. A minimum 250 square feet of common open space shall be provided per unit and in accordance with the overall PRD Preliminary Master Plan.

2. *Porches.* All homes shall include a useable open-air covered front porch.

    a. The porch shall be oriented toward the common open space. Porches shall be of a usable size on the common open space side of the building.

    b. Alternatives to the required front porch may be considered if justified by the design characteristics of the architectural style chosen.

    c. Secondary entrances facing parking and sidewalk shall have a minimum five-by-five-foot porch.

All tiny homes shall include a useable open-air covered front porch. Secondary entrances facing parking and sidewalk if proposed must have a minimum four-by-four (4'x4') foot porch.

a. Porches shall be of a usable size on the common open space side of the building.

b. Alternatives to the required front porch may be considered if justified by the design characteristics of the architectural style chosen.

c. Secondary entrances facing parking and sidewalk if proposed must have a minimum four-by-four (4'x4') foot porch.

3. *Parking.* Parking may be provided in a common lot or a common garage. Parking may alternately be co-located with the tiny homes when accessed by drive aisles. All parking must meet the following standards:

   a. A minimum of 1.5 spaces per unit shall be provided.

   b. All common parking areas and associated drive aisles adjacent to neighboring residential property must be screened in addition to the required landscaped buffer area.

   c. Under no circumstances shall common parking areas be located on or directly access public rights of way.

   d. Designated common area for the parking of campers, travel trailers, recreational trailers and vehicles, boats and boat trailers, and other similar vehicles may be provided by the developer. Where these dedicated common storage areas are proposed, they shall be screened from view from adjacent properties by a minimum eight-foot tall opaque fence and a 15-foot wide landscaped buffer.

Parking may be provided in a common lot or a common garage. Parking may alternately be co-located with the tiny homes when accessed by drive aisles. All parking must meet the following standards:

a. A minimum of one (1) space per unit shall be provided;

b. All common parking areas and associated drive aisles adjacent to neighboring residential property must be visually screened through required landscaped buffer areas, fencing, and other landscape/hardscape techniques;

c. Common parking areas may be located on or directly access public rights of way and clearly marked for wayfinding and safety; and

d. Designated common area for the parking of campers, travel trailers, recreational trailers and vehicles, boats and boat trailers, and other similar vehicles may be provided by the developer. Where these dedicated common storage areas are proposed, they shall be screened from view from adjacent properties by a minimum eight-foot tall opaque fence and a 15-foot wide landscaped buffer.

4. *Pedestrian access.* A system of interior walkways shall be provided to connect all homes with each other, the parking areas, common areas and open space, and any sidewalks along the

public street(s) bordering the tiny home neighborhood. Interior walkways shall meet applicable ADA accessibility requirements.

A system of interior walkways shall be provided to connect all homes with each other, the parking areas, common areas and open space, and any sidewalks along the public street(s) bordering tiny home neighborhood areas. Interior walkways shall meet applicable ADA accessibility requirements.

5. *Fencing.* Fencing within the development is limited to a maximum of 50 percent opacity and no greater than four feet in height may be used to delineate private yards. gardens or other areas. Solid fencing may be allowed along external borders not bordering streets.

Fencing within the development is limited to a maximum of 50 percent opacity and no greater than six (6) feet in height may be used to delineate private yards, gardens, or other areas. Solid fencing may be allowed along external borders not bordering streets.

6. *Architectural Design.* Florida Vernacular is the preferred architectural style. However, Other architectural styles are permissible, provided that the architectural style is applied to each structure in the tiny home neighborhood. Architectural design plans, including renderings of the overall neighborhood as well as individual house elevation plans, shall be submitted and approved as part of the development approval for any tiny home neighborhood. The approved architectural style is also required for any shared common buildings. Architectural elevations shall include features based on the following options:

   a. Roof. Architectural shingles or galvalume metal roof acceptable. A metal panel five-seam or metal shake roof is acceptable. A five-tab 25-year dimensional shingle roof or manufactured equivalent of a wood shake roof is acceptable. Three-tab shingles, barrel vaulted tiles or corrugated roof systems are not permissible. A hipped and/or gable main roof is acceptable, as well as use of exposed rafters and secondary roofline features.

   b. Front porch. The required useable open-air covered porch must encompass an area greater than 50 percent of the front façade (see "2. Porches" earlier in these design requirements).

   c. Exterior finish. Manufactured brick or materials that have the appearance of brick are acceptable. Horizontally struck stucco, exterior insulated finish system stucco panels, board and batten, wood or vinyl siding, and stained hardwood panels shall also be considered acceptable finishes. Brick wainscot may also be used.

   d. Color. If applying the Florida Vernacular stye, the predominant exterior color shall be consistent with the historic palates of North Florida. These include but are not limited to pastel shades, white; earth tones and brick. The predominant exterior color shall be applied to all sides of the structure regardless of architectural style.

   e. Trim. Gingerbread trim and/or porch railings, columns or posts shall have the appearance of light frame wood construction. Trim shall be considered railings, columns, door and window surrounds, soffits, shutters, gutters and downspouts, and other decorative elements. Trim finishes shall be of a contrasting compatible color to the primary building color.

   f. Blank wall area limits. No contiguous blank wall area shall exceed 400 square feet that remains unadorned by architectural features that include, but are not limited to, windows, doors, lights, banding trim or porch elements.

g. Metal-clad structures that meet the required approved design standards are permissible. Internal bracing must be certified to accept additional finishes or structures applied to the exterior metal panels. No external "X" bracing is to be visible on any exterior surface. Finish panels must be able to accept a painted finish. All exterior wall finishes must match the primary building color. The use of corrugated, metal, synthetic or fiberglass panels is prohibited on any exterior wall or roof surface. All design requirements must be met for metal-clad structures as for any other new structure.

h. Compliance with the requirements set forth in this subsection shall be demonstrated by submittal of building front elevations and color and material samples at the time of site plan review.

i. Before approval is granted, the applicant shall submit covenants, deeds and homeowners' association bylaws and other documents that specify the Florida Vernacular or other architectural design requirements, and guaranteeing maintenance and common fee ownership of public open space, community facilities, private roads and drives, and all other commonly owned and operated property.

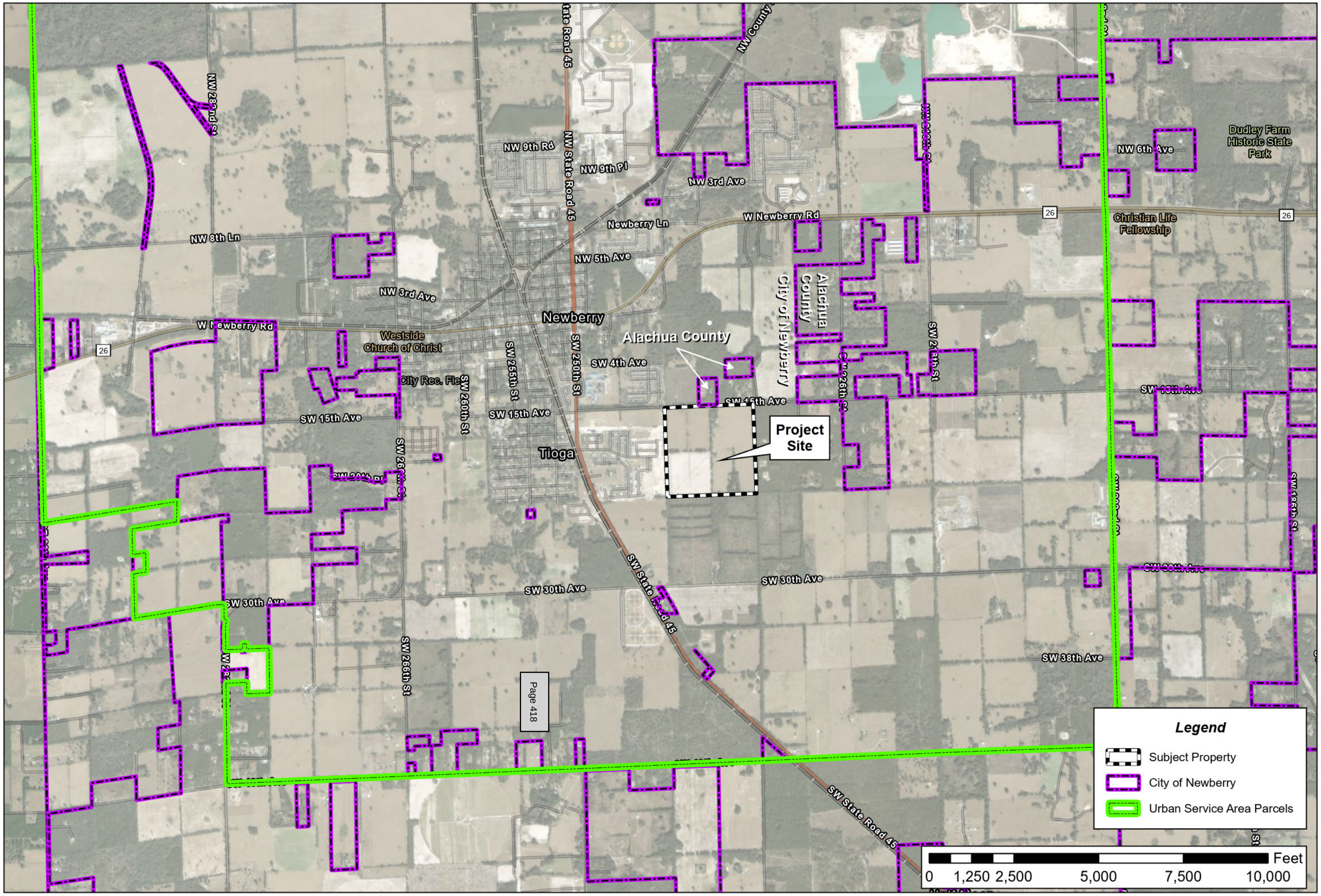
The applicant will create a palette of roof, porch, exterior finish, colors, trim, and other architectural design elements. Architectural review and approval will promote continuity throughout the community and a complementary design ethic to the overall PRD area, both of which are in the City of Newberry's character and local vernacular.

Application Package
Table of Contents

1. Cover Letter
2. Rezoning Application
3. Property Owner Affidavit
4. Legal Description and Partial Boundary Survey
5. Deed, Property Appraiser Datasheets, and Tax Records
6. Justification Report
7. **Map Set**
8. PRD Plan Set: PRD Preliminary Master Plan and Preliminary Master Utility Plan

ILLUSTRATION 1A:
CONTEXT MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida



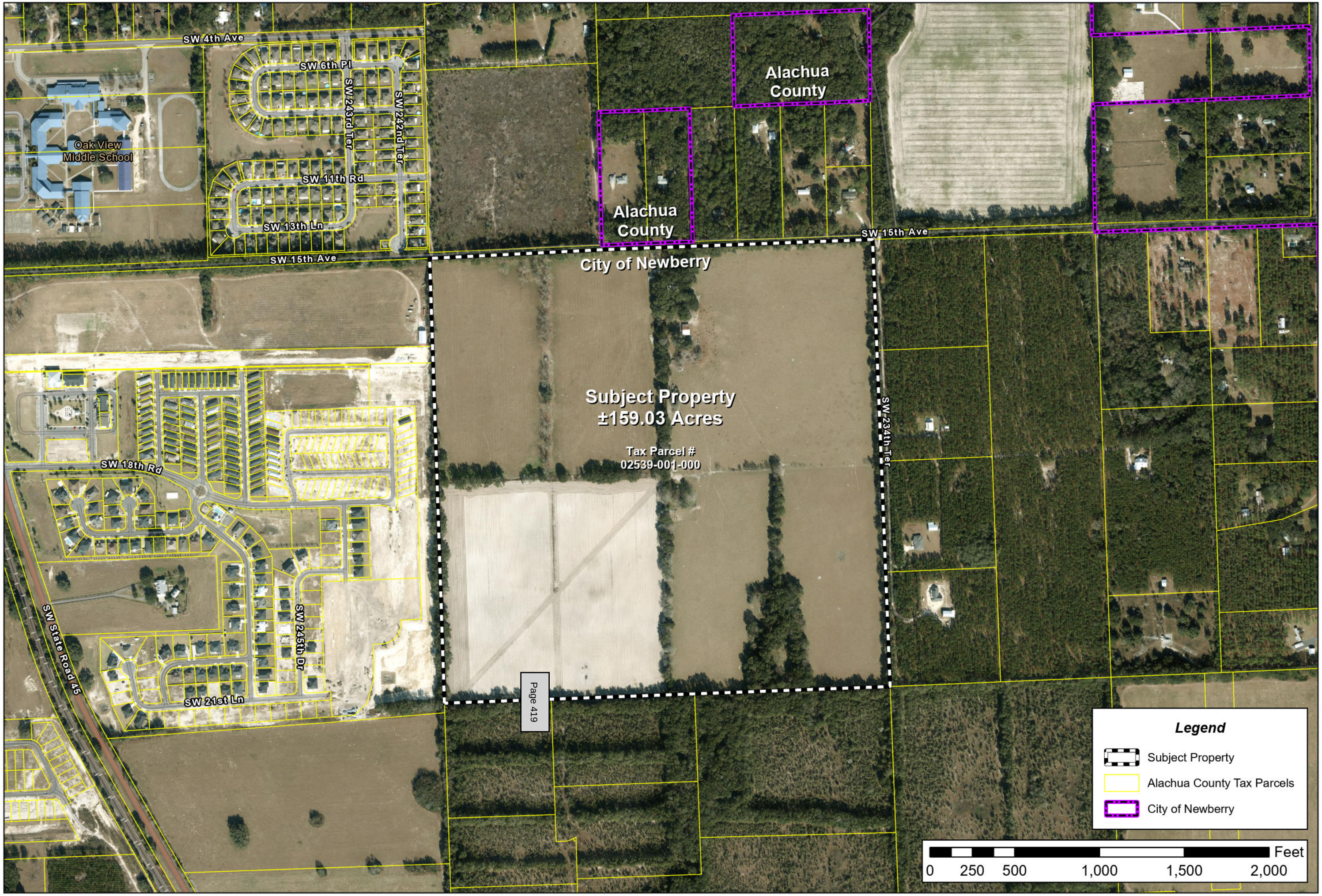
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Standard Parallel 2: 30.750000
Latitude of Origin: 29.000000
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Prepared by:
Date: 1/27/20
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ILLUSTRATION 1B:
AERIAL MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida



Item #9.

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Date: 1/29/2024
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ILLUSTRATION 2A:
EXISTING
FLU MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida

SW 4th Ave
SW 6th Pl
SW 245rd Ter
SW 242nd Ter
Oak View Middle School
Residential Low Density
SW 11th Rd
SW 13th Ln
Agriculture
Rural/Ag
Alachua County
Alachua County
SW 15th Ave
SW 15th Ave
City of Newberry
Agriculture
Subject Property
±159.03 Acres
SW 234th Ter
SW 18th Rd
Planned Development
Mixed Use
Agriculture
SW State Road 45
SW 245th Dr
SW 21st Ln
Page 420
Agriculture
Mixed Use

Legend

- Subject Property
- Alachua County Tax Parcels
- City of Newberry

City of Newberry Future Land Use

- Agriculture
- Commercial
- Low Density Residential
- Mixed Use
- Planned Development
- Public
- County Rural/Agriculture

Alachua County Future Land Use

- Rural/Agriculture

0 250 500 1,000 1,500 2,000 Feet

NORTH

Item #6.

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ILLUSTRATION 2B:
PROPOSED
FLU MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida

SW 4th Ave
SW 6th Pl
SW 245rd Ter
SW 242nd Ter
Oak View Middle School
Residential Low Density
SW 11th Rd
SW 13th Ln
Agriculture
Rural/Ag
Alachua County
Alachua County
SW 15th Ave
SW 15th Ave
City of Newberry
Agriculture
Subject Property
±159.03 Acres
SW 234th Ter
SW 18th Rd
Planned Development
Planned Development
Agriculture
SW State Road 45
SW 245th Dr
SW 21st Ln
Agriculture
Mixed Use

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Legend

- Subject Property
- Alachua County Tax Parcels
- City of Newberry

Proposed City of Newberry FLU

- Agriculture
- Commercial
- Low Density Residential
- Mixed Use
- Planned Development
- Public
- County Rural/Agriculture

Alachua County Future Land Use

- Rural/Agriculture

0 250 500 1,000 1,500 2,000 Feet

NORTH

Item #6

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Prepared by:
Date: 1/27/20

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ILLUSTRATION 3A:
EXISTING
ZONING MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida

SW 4th Ave
SW 6th Pl
SW 245rd Ter
SW 242nd Ter
Oak View Middle School
PRD
SW 11th Rd
SW 13th Ln
A
A
Alachua County
Alachua County
SW 15th Ave
SW 15th Ave
City of Newberry
A
Subject Property
±159.03 Acres
SW 234th Ter
A
A
SW 18th Rd
PD
SW State Road 45
SW 245th Dr
SW 21st Ln
A
Page 422

Legend

- Subject Property
- Alachua County Tax Parcels
- City of Newberry

City of Newberry Zoning

- (A) Agriculture
- (CI) Commercial, Intensive
- (PD) Planned Development
- (PRD) Planned Residential Development
- (RSF-1) Residential, Single Family
- (A) County Agriculture

Alachua County Zoning

- (A) Agricultural

0 250 500 1,000 1,500 2,000 Feet

NORTH

Item #9

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Date: 1/27/20

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ILLUSTRATION 3B:
PROPOSED
ZONING MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida

SW 4th Ave
SW 6th Pl
SW 243rd Ter
SW 242nd Ter
SW 11th Rd
SW 13th Ln
Oak View Middle School
PRD
A
A
Alachua County
Alachua County
SW 15th Ave
SW 15th Ave
City of Newberry
A
Subject Property
±159.03 Acres
PRD
A
SW 234th Ter
SW 18th Rd
PD
SW State Road 45
SW 245th Dr
SW 21st Ln
A
Page 423

Legend

- Subject Property
- Alachua County Tax Parcels
- City of Newberry

City of Newberry Proposed Zoning

- (A) Agriculture
- (CI) Commercial, Intensive
- (PD) Planned Development
- (PRD) Planned Residential Development
- (RSF-1) Residential, Single Family
- (A) County Agriculture

Alachua County Zoning

- (A) Agricultural

0 250 500 1,000 1,500 2,000 Feet

NORTH

Item #6

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Latitude of Origin: 29.000000
Units: Foot_US

Prepared by: CHW
Date: 1/27/20

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ILLUSTRATION 4:
ENV. MAP

Subject Property
±159.03 Acres

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida

Legend

- Subject Property
- Alachua County Tax Parcels

Contours

- 10 ft. Contour Intervals
- 2 ft. Contour Intervals

NORTH

0 250 500 1,000 1,500 2,000 Feet

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Projection: NAD_1983_StatePlane_Florida_North_FIPS_0901_Feet
Projection: Lambert_Conformal_Conic
False Easting: 1968500.000000
False Northing: 0.000000
Central Meridian: -84.500000
Standard Parallel 1: 29.583333
Standard Parallel 2: 30.750000
Latitude of Origin: 29.000000
GCS_North_American_1983

Prepared by: [illegible]
Date: 1/27/20[illegible]

Document Path: [illegible]

ILLUSTRATION 5:
SOILS MAP

Alachua County Tax Parcel #02539-001-000
City of Newberry, Florida

SW 4th Ave
SW 6th Pl
SW 243rd Ter
SW 242nd Ter
Oak View Middle School
SW 11th Rd
SW 13th Ln
SW 15th Ave
SW 15th Ave
SW 234th Ter
SW 18th Rd
SW State Road 45
SW 245th Dr
SW 21st Ln

Jonesville-Cadillac-Bonneau Complex, 0 to 5 Percent Slopes Hydro Group: A

Arredondo Fine Sand, 0 to 5 Percent Slopes Hydro Group: A

Subject Property
±159.03 Acres

Pedro-Jonesville Complex, 0 to 5 Percent Slopes Hydro Group: D

Pedro Fine Sand, 0 to 5 Percent Slopes Hydro Group: D

Pedro-Jonesville Complex, 0 to 5 Percent Slopes Hydro Group: D

Page 425

Legend

- Subject Property
- Alachua County Tax Parcels

0 250 500 1,000 1,500 2,000 Feet

NORTH

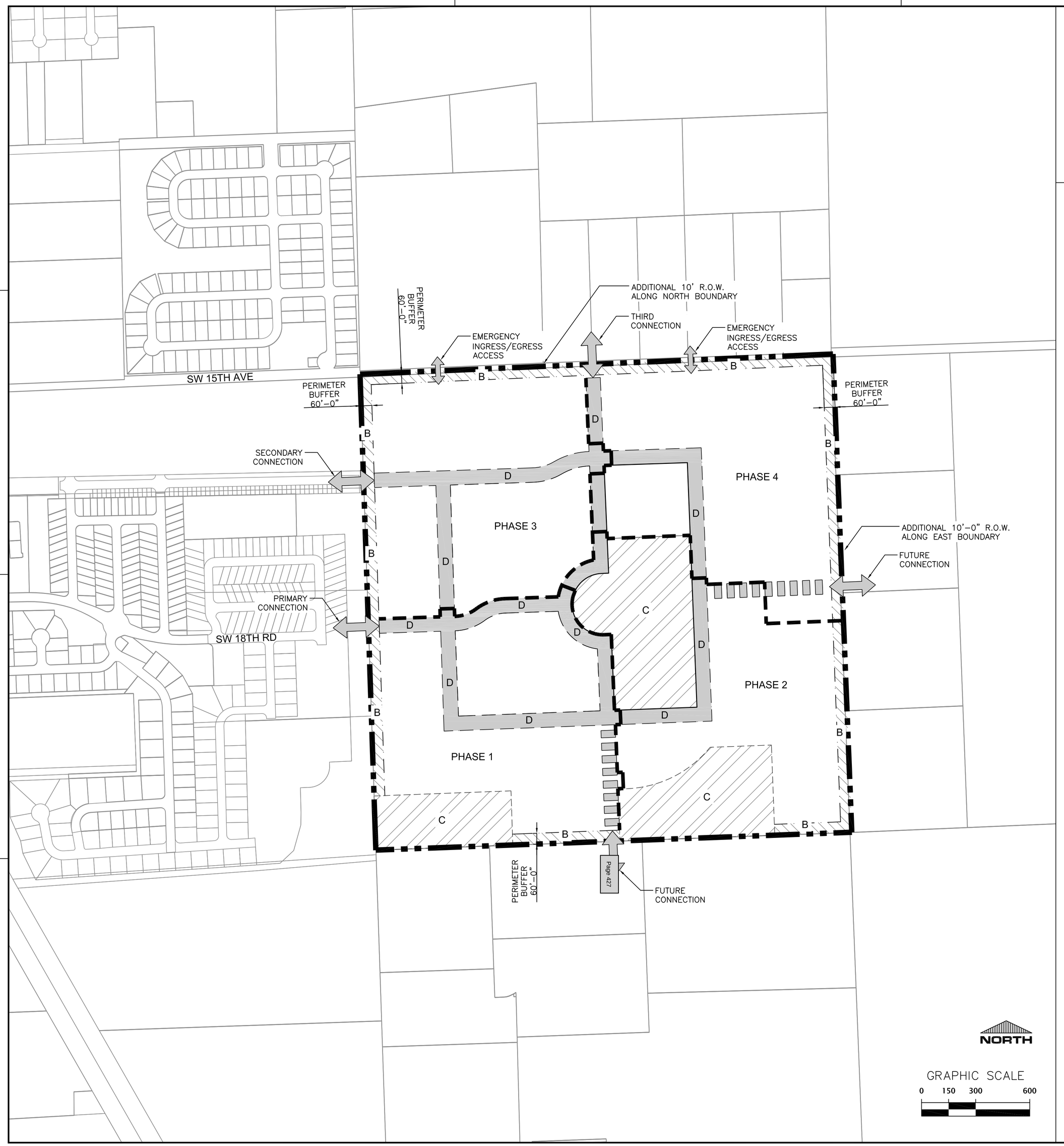
Item #6.

Projection: NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet
Projection: Lambert_Conformal_Conic
False Easting: 1312333.333333333
False Northing: 0.000000000
Central Meridian: -84.500000
Standard Parallel 1: 29.583333
Standard Parallel 2: 30.750000
Latitude of Origin: 29.000000
GCS: GCS_North_American_1983
Prepared by: [illegible]
Date: 1/27/20
Document Path: [illegible]

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Application Package
Table of Contents

1. Cover Letter
2. Rezoning Application
3. Property Owner Affidavit
4. Legal Description and Partial Boundary Survey
5. Deed, Property Appraiser Datasheets, and Tax Records
6. Justification Report
7. Map Set
8. **PRD Plan Set: PRD Preliminary Master Plan and Preliminary Master Utility Plan**



NORFLEET

PLANNED RESIDENTIAL DEVELOPMENT (PRD)

PRELIMINARY DEVELOPMENT PLAN

GENERAL NOTES

1. LAND USE AREA BOUNDARIES ARE APPROXIMATE LOCATIONS MAY BE ADJUSTED DURING DEVELOPMENT PLAN APPROVAL.
2. STORMWATER MANAGEMENT FACILITIES MAY BE LOCATED WITHIN ANY LAND USE AREA. THIS PLAN DOES NOT SPECIFY ACTUAL SIZE AND LOCATION OF THE PROPOSED FACILITIES.
3. VEHICULAR PARKING AND CIRCULATION MAY BE LOCATED WITHIN ANY LAND USE AREA, EXCEPT AREA B.
4. OPEN SPACE/COMMON AREA SHALL CONSIST OF A MINIMUM 15% OF THE TOTAL LAND AREA AND MAY BE LOCATED IN ANY LAND USE AREA; AND PROVIDED THAT ANY PRD WHICH CONSISTS OF ONE-FAMILY DWELLINGS WITH INDIVIDUALLY DEEDED LOTS SHALL ONLY BE REQUIRED TO HAVE FIVE PERCENT (5%) USABLE OPEN SPACE.
5. NO BLOCK FACE SHALL EXCEED 2,200 FEET, NOR BE LESS THAN 200 FEET IN LENGTH.
6. SITE INFRASTRUCTURE ELEMENTS MAY CROSS PHASE LINES TO ENABLE UTILITY OR OPEN SPACE CONNECTIONS.

DEVELOPMENT STANDARDS			
SINGLE-FAMILY DETACHED:		SINGLE-FAMILY ATTACHED/TOWNHOME:[2]	
LOT AREA, MIN. (SQ FT)	3,500	LOT AREA PER UNIT, MIN. (SQ FT)	1,000
LOT WIDTH, MIN. (FT)	35	LOT WIDTH, MIN. (FT)	n/a
LOT COVERAGE, MAX.	85%	LOT COVERAGE, MAX	90%
FRONT SETBACK, MIN. (FT)	20	FRONT SETBACK, MIN. (FT)	10
SIDE SETBACK, MIN. (FT)	3-5	SIDE SETBACK, MIN. (FT)[1]	0
REAR SETBACK, MIN. (FT)	10	REAR SETBACK, MIN. (FT)	3
STRUCTURE HEIGHT, MAX (FT)	35	STRUCTURE HEIGHT, MAX (FT)	35

[1] MINIMUM BUILDING SEPARATION FOR ALL STRUCTURES SHALL BE DICTATED BY FLORIDA BUILDING CODE (FBC).
[2] MAXIMUM UNITS WITHIN THE SINGLE-FAMILY ATTACHED STRUCTURES SHALL NOT EXCEED SIX (6) UNITS.

LAND USE DATA			
HATCH PATTERN	LAND USE AREA	AREA (AC)	AREA (%)
	PROJECT SITE BOUNDARY	159.03	100%
A	RESIDENTIAL	107.03	67%
B	PERIMETER BUFFER	8.70	6%
C	COMMON AREA OPEN SPACE	27.00	17%
D	RIGHT OF WAY	16.30	10%
	PHASE LINE	N/A	N/A

11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA LA0001683
CHW Professional Consultants

SCALE: 1" = 300'

VERIFY SCALE BAR IS ACCURATE ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SUBMITTALS:
CONSTRUCTION/PBD REVISIONS:

CLIENT: NORFLEET HOMES
PROJECT: NORFLEET PLANNED RESIDENTIAL DEVELOPMENT
SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN

TECHNICIAN: L. ROSARIO
DESIGNER: M. MAURER
QUALITY CONTROL: M. MAURER
PROJECT NUMBER: 24-0509

SHEET NO.: 1 of 1

item #6

April 30, 2025

Ms. Stacey Hectus, Planning and Economic Development Director
City of Newberry
25815 SW 2nd Avenue
Newberry, FL 32669

RE: CountryWay II of Newberry – Response to Comments: Large-scale Comprehensive Plan Amendment (Ls-CPA) and Planned Residential Development (PRD) Rezoning Applications

Dear Stacey,

The following are responses (in **bold**) to the City of Newberry comments received March 26, 2025, and pertaining to the Large-scale Comprehensive Plan Amendment (Ls-CPA) and Planned Residential Development (PRD) Rezoning applications for CountryWay II Planned Residential Development (PRD). Where appropriate, responses are indicated below:

Advisory Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

1. Advisory comments are provided for informational purposes only and do not require a response.

   RESPONSE: No response necessary.

2. Advisory: The impact analysis for both the future land use map amendment and rezoning petitions utilize identical impact analysis, therefore, these comments shall apply to both applications.

   RESPONSE: No response necessary.

3. Advisory: This petition was routed to Alachua County Growth Management Department for distribution amongst county agencies for review and comment. The application packages were distributed at the time of writing this report, so comments from county agencies shall be forthcoming.
   a. The proposed development will impact Southwest 15 Avenue, a county right-of-way, and Parcels 01940-003-000 and 01940-004-000.

   RESPONSE: Mitigation for impacts generated by on-site uses will be addressed during the site/development plan review and approval process.

4. Advisory: This office does not conduct public record searches. This petition was submitted without an title opinion. Omitted title encumbrances, relevant and necessary information, and/or conflicts which exist and invalidate a part or all of this petition or those comments provided by the City of Newberry ("City") staff in regards to this petition shall be the onus of owner and agent to resolve.

   RESPONSE: Land use applications do not require title opinions as they analyze a change in land use, not the carving up of lots for the purpose of platting, purchase and sale or for

11801 Research Dr | Alachua, FL 32615 | www.NV5.com | Office 352.331.1976 |

recording boundary-specific covenants. At the time of plat approval, the City typically requires a plat title opinion.

5. Advisory: This area is sensitive karst terrain which should be taken into consideration when designing site grading and stormwater facilities. It is recommended to utilize low infiltration drainage systems in this area to minimize risk to person and property.

   RESPONSE: During development/site plan review, engineered site design will address site grading and stormwater facilities based on the site's geomorphology and development regulations in place at that time.

6. The property is located within the Santa Fe and Orange Creek BMAP. Enhanced nutrient reduction measures required in this area.

   RESPONSE: The BMAP prioritizes decreasing runoff from agricultural uses; this request effectively supports that priority. Additionally, the proposed development will be served by public utility facilities, including sanitary sewer. This aligns with the Santa Fe and Orange Creek BMAP Enhanced Nutrient Reducing (ENR) Septic System requirements and strategies for nutrient reduction on nonagricultural lands.

7. The subdivision names Countryway and Country Way have been utilized multiple times on plats within the City limits. Ensure there is no duplication of naming conventions of subdivisions and the name is unique enough to avoid confusion with other subdivisions sharing the same or a similar name (ref. Appendix B, Article 5, Section 5.12, CNCO).

   RESPONSE: No response necessary.

8. Additional comments may be forthcoming based on the address of comments within this report and attached memorandum.

   RESPONSE: No response necessary.

9. Agreements and templates attached are provided for your use and must be mutually agreed upon prior to review by the City Attorney's Office for approval as to form.

   RESPONSE: No response necessary.

Application Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

10. Staff has determined the Mixed-Use land use classification is a scrivener's error on the City's Future Land Use Map Amendment. The impact analysis must be revised to assess the impacts of an Agriculture land use classification intensifying to Residential Low Density (4 du/ac) @ 500 dus over ~160 acres. Resubmittal of an identical level of service analysis from Mixed Use with a purported level of development to Residential Low Density (4 du/ac) will be rejected. Objections to this determination may follow appeal procedures provided in Appendix B, Article 12, Section 12.1 and 12.1.6, City of Newberry Code of Ordinances. Note that appeals will place a stay on the application until resolved. Appeals are heard by the Board of Adjustment (City Commission)

RESPONSE: As discussed with staff on April 24, 2025, the subject property's land use classification was changed from Agricultural to Mixed Use by vote of the City of Newberry City Commission on April 10, 2006 (First Reading) with final adoption occurring at Second Reading on August 28, 2006. This reclassification of land use is memorialized in City of Newberry Ordinance No. 09-06, which is recorded with the City and State of Florida. We understand that Staff's comment has been resolved. There is no need for an administrative appeal or delay in scheduling this application for transmittal hearing.

11. Boundary survey must provide a sketch and legal description for the entirety of the lands that are the subject of the petition.

    RESPONSE: The boundary survey, which reflects a portion of the subject property, is submitted with a full legal description which describes the overall ±159.03 subject parcel.

12. In the Justification Reports, provide the gross and net acreage of the property for the purposes of calculating maximum potential density.

    This comment is not addressed and the following response was provided by the agent. Staff's reply is provided below in *italics*.

    RESPONSE (provided 2/6/2025): The Gross Acreage is provided because density is calculated based on gross acreage, not net acreage.

    Page 2 of the justification report still utilizes the net acreage of 159.03 acres. Due to the taking necessary for section line roads, staff requires gross acreage to ensure density calculations are accurately reflected in the data and analysis. The net acreage will be affected and reduced by the section line road takings. Gross acreage shall include those lands within the limits of the property and out to the centerline of any abutting public rights-of-way for the purposes of calculating gross density. In this case, gross acreage should include up to the centerline of the abutting Southwest 15 Avenue. Net acreage (after takings) will reduce from 159.03 ac less 40-feet along the northern and eastern limits of the property. This is to the benefit your justification report so takings don't create an inverse condemnation scenario. I am available to discuss this further at your leisure.

    RESPONSE: The Gross Acreage, ±159.03 acres, is provided because density is calculated in the Justification Reports based on gross acreage, not net acreage. We understand that Staff's comment has been resolved.

13. Misalignment of Southwest 15 Avenue at the intersection of US27/41 and outbound trips making left turn movements for westbound traffic turning southbound must be addressed. County, State, and City jurisdictions overlap this intersection and improvements will be necessary off-site impacts are adequately addressed.

    This comment is not sufficiently addressed and concerns remain about conflicting improvements west of the western limits of the proposed alignment of the central access drive within the proposed development. Under a straight-zoning application, we would address the concerns at time of impact. Due to this being a developer owned and constructed project, it is appropriate to at least address thresholds at which these impacts will be addressed and must be memorialized in the development order. The

development order is adopted with the rezoning petition. We will need to engage in this discussion as we move forward to reviewing and finalizing the development order in preparation for enactment hearings of the zoning ordinance.

RESPONSE: As we discussed with Staff on April 24, 2025, this level of detailed transportation analysis is not required at this juncture and is not possible or cost-efficient at the plan amendment stage because it is unknown prior to the City Commission's vote on the application precisely what density and intensity will be approved and therefore the potential impacts created by actual development. The applicant anticipates meeting with the City Staff at the appropriate time to agree on a methodology for the engineered traffic study.

14. Due to the ~~drastically~~ reduced lot sizes below the highest intensity standard zoning district, Residential, Single Family (RSF-3) at a minimum lot area of 7,500 square feet and Residential, Multiple Family (RMF) also at a minimum lot area of 7,500 square feet, ~~it is expected~~ the reduced private yard space ~~will~~ shall be offset by ~~robust~~ community park(s), recreation areas, and facilities. Provide a summary of community amenities that ~~will~~ shall be provided which will be memorialized in the development order.

    This comment is edited above to reduce the subjectivity and provide clarity. The comment remains and has not been sufficiently addressed. This is a component of the flexible and creative concepts of site planning inherit of the intent and purpose of flexible districts such as the Planned Residential Development (PRD) zoning district. Reduced lot sizes will deprive future residents of rights commonly enjoyed by other residents in the City by reducing lots and yard sizes below an area capable of allowing common residential accessory improvements, such as a pools, detached storage buildings, carports, and other ancillary uses a future resident may locate on their property.

    RESPONSE: The comment remains ad hoc. The development plan will set forth the type, location, and size of the community amenities, in compliance with the requirements in the City of Newberry Land Development Code. There is no code requirement that sets forth an inverse relationship between lot size and size and type of common areas.

Architectural Plan Set Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

15. Not applicable at this time.

    RESPONSE: No response necessary.

Civil Plan Set Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

16. Not applicable at this time.

    RESPONSE: No response necessary.

Landscape Plan Set Comments
Provided by Jean-Paul W. Perez, Principal Planner Contact: 352-722-3909; jperez@newberryfl.gov

17. Not applicable at this time.

RESPONSE: No response necessary.

Fire Comments
Provided by Mike Vogel, Fire Chief
Contact: 352-722-3902, mvogel@newberryfl.gov

18. Advisory for future construction plan petitions:
    a. Turning templates for the largest response vehicle of Alachua County Fire Department will be required at turns and turnarounds on construction plan petition submittals.

       RESPONSE: Turning templates for the largest response vehicle will be addressed at plat review and construction design.

    b. KnoxBox required at each gated entry of a residential site or building and may be required for nonresidential buildings.

       RESPONSE: No gated entries for residential sites or buildings or nonresidential buildings are proposed.

19. Additional comments may be forthcoming with subsequent development permit petitions.

    This comment has been sufficiently addressed in the response report but remains in its intended advisory capacity.

    RESPONSE: No response necessary.

Building Comments
Provided by Vacant
Contact: 352-472-5440, buildingdepartment@newberryfl.gov

20. Not applicable at this time.

    RESPONSE: No response necessary.

Public Works & Utilities Comments
Provided by Jamie Jones, Director of Public Works and Utilities and Assistant City Manager Contact: 352-722-3934, jjones@newberryfl.gov

21. Advisory: The City of Newberry requires execution of its standard easement document with an accompanying sketch and legal description for all PUEs dedicated to the City of Newberry in addition to the dedication on the plat. The City of Newberry will not provide a letter of acceptance for improvements until the standard easement document is executed and recorded.

    RESPONSE: The Applicant has submitted applications for land use and zoning changes. Documentation of all PUEs dedicated to the City of Newberry will be addressed in conjunction with final plat review and approval.

The above responses are consistent with the Large-scale Comprehensive Plan Amendment (Ls-CPA) Application, PRD Rezoning Application, and supporting materials submitted October 24, 2024, and resubmitted February 6, 2025. We trust you will find the above responses wholly address and respond to the City of Newberry comments pertaining to the Ls-CPA and PRD Rezoning applications and are sufficient for review and approval. Should you have any questions, concerns, or require any additional information to complete your review, please contact me at (352) 331-1976 or gerry.dedenbach@nv5.com.

Thank you,
NV5, Inc.



Gerry Dedenbach, AICP + LEED
Vice President Florida Infrastructure
gerry.dedenbach@nv5.com

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ORDINANCE NO. 2026-24
Petition# LDR 24-26

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS BY CHANGING THE ZONING DISTRICT FROM AGRICULTURAL TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) ON APPROXIMATELY 160 ACRES (TAX PARCEL NO. 02539-001-000) LOCATED AT 23717 SW 15TH AVENUE; ADOPTING LAND DEVELOPMENT REGULATIONS FOR THE DEVELOPMENT COMMONLY REFERRED TO AS "COUNTRYWAY II"; PROVIDING FOR APPLICABILITY AND REPEAL; PROVIDING FOR EXCLUSION FROM CODIFICATION, CORRECTION AND DIRECTIONS TO THE CITY MANAGER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING DIRECTIONS TO THE CLERK AND AN EFFECTIVE DATE.

WHEREAS, Part II of Chapter 163, Florida Statutes, empowers and requires the City Commission to prepare, adopt and implement a Comprehensive Plan to guide the future development and growth of the City;

WHEREAS, in 1992 the City Commission adopted the City of Newberry Comprehensive Plan, which is codified with reference to subsequent amendments in Appendix A (the "Comprehensive Plan") of the City Code of Ordinances (the "Code");

WHEREAS, as required by Section 163.3177, Florida Statutes, the Comprehensive Plan includes a Future Land Use Element with a Future Land Use Map that designates the future general distribution, location, and extent of land uses within the City;

WHEREAS, in order to implement the Comprehensive Plan in accordance with Section 163.3202, Florida Statutes, the City Commission adopted Land Development Regulations, which are now codified with subsequent amendments in Appendix B (the "LDRs") of the Code;

WHEREAS, the LDRs establish zoning districts and an Official Zoning Atlas to implement the Comprehensive Plan and its Future Land Use Map;

WHEREAS, on August 25, 2025, the City Commission adopted Ordinance Number 2025-09 (CPA 24-12) which changed the future land use classification for the Property (described in Section 2 below) from Mixed-Use to Residential Low Density (4 dwelling units per acre);

WHEREAS, an application to amend the Official Zoning Atlas was filed with the City by NV5 Global, Inc., as agent, on behalf of Countryway II, LLC, a Florida Limited Liability Company (the "Property Owner") and assigned File No. LDR 24-26 (the "Petition");

WHEREAS, as required by Part II of Chapter 163, Florida Statutes and Articles 13 and 16 of the LDRs, the City Planning and Zoning Board (which serves as the City's Local Planning Agency) held a public hearing on May 4, 2026 to review the Petition and make a recommendation concerning same to the City Commission;

WHEREAS, pursuant to Sections 166.041(3)(a) and 50.0311, Florida Statutes, and Article V of the City Charter, this proposed Ordinance has been noticed, at least ten (10) days prior to adoption, on the Alachua County website (alachuacounty.us) notifying the public of the First Reading and Second Reading public hearings to be held in Newberry City Hall, located at 25493 NW 1st Avenue, Newberry, Florida;

WHEREAS, the City Commission held the public hearings pursuant to the notice described above at which hearings the parties in interest and all others had an opportunity to be heard; and

WHEREAS, after due consideration at the public hearings, the City Commission found that this proposed amendment to the Official Zoning Atlas and the related development regulations set forth herein are consistent with the Comprehensive Plan and meet the requirements of the Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Findings. The Planned Residential Development commonly referred to as "CountryWay II" described in this Ordinance:

A. Meets the purpose and intent of Planned Residential Development zoning as set forth in Sec. 4.20.1 of the LDRs because it:

1) Implements the Residential Low Density land use for the Property while providing flexible and creative concepts of site planning supportive of the abutting commercial and mixed-use development known as CountryWay Town Square PD. The PRD community will provide a mix of single-family residential uses to satisfy a range of income levels and age ranges within the City's Urban Service Area;

2) Preserves the natural amenities of the Property by encouraging scenic and functional open areas by maximizing open space and recreational areas within the community and preventing urban sprawl;

3) Accomplishes a more desirable built environment than would be possible through strict application of the minimum requirements of the City's Land Development Regulations by allowing a mix in the community of single-family residential types, including attached, detached, and tiny home units;

4) Provides for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs through connections to existing utility and street infrastructure in the adjacent CountryWay Town Center PD; and

5) Provides a stable environmental character compatible with surrounding areas with a design in concert with the site's existing topography and natural features.

B. Meets or exceeds the required minimum parcel size of five acres (Sec. 4.20.12.1); and

C. Is consistent with the City's Comprehensive Plan (Sec. 4.20.12.2), except for concurrency requirements which are further described in Section 11 below.

Section 2. Official Zoning Atlas Amended. The Official Zoning Atlas of the LDRs is amended by changing the zoning district of the following property (the "Property") from **Agricultural** to **Planned Residential Development:**

Parcel No. 02539-001-000 described as: The Northeast ¼ of Section 10, Township 10 South, Range 17 East, Alachua County, Florida, Less and Except the North 40 feet thereof for the Right-of Way of SW 15th Avenue.

The location of the Property is shown on **Exhibit A** for visual reference. In the event of conflict or inconsistency, the legal description above shall prevail over Exhibit A.

Section 3. Planned Residential Development Zoning. As defined in Sec. 4.20.5.6 of the LDRs, a Planned Residential Development (a) must be under unified control, planned and developed as a whole in a single development or approved, programmed series of developments for dwelling units and related uses and facilities; (b) is a plan that, when adopted, becomes the land development regulations for the land to which it is applied; (c) must include principal and accessory structures substantially related to the character of the development itself and the surrounding area of which it is a part; and (d) must be developed according to comprehensive and detailed plans which include not only streets, utilities, building sites, and the like, but also site plans and elevations for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses, and improvements on the land as related to the buildings.

In accordance with that definition and with Sec. 4.20.12.3 of the LDRs, this Ordinance establishes the zoning restrictions and regulations for the Property. However, it is expressly recognized that additional requirements within the Comprehensive Plan and LDRs that are not in conflict with, or superseded by, the provisions of this Ordinance, shall apply.

Section 4. Preliminary Development Plan. The Preliminary Development Plan for CountryWay II is attached as **Exhibit B** and made a part of this Ordinance.

Section 5. Preliminary Utility Service Plan. The Preliminary Utility Service Plan for CountryWay II is attached as **Exhibit C** and made a part of this Ordinance.

Section 6. Development Standards. The following standards shall govern the development of CountryWay II:

A. Permitted Uses within Area 'A' depicted on Exhibit B. The following principal uses and accessory uses are permitted. Any use not listed is prohibited.

1) *Principal Uses*:
   a) single-family residential detached dwelling units;
   b) single-family residential attached (not to exceed 6 units per structure) duplexes and/or townhomes; and
   c) a tiny home neighborhood, defined and developed in accordance with Sections 2.1 and 4.2.42 of the LDRs.

2) *Accessory Uses*: Uses that are customarily accessory and clearly incidental and subordinate to the Principal Uses. Accessory uses must be located on the same lot as the Principal Use or on a contiguous lot in the same ownership; must not involve operations or structures not in keeping with the character of the development; and must be enclosed with a fence and completely screened from view at the pedestrian level.

B. Permitted Uses within Area 'B' depicted on Exhibit B. Use is restricted to a perimeter buffer.

C. Permitted Uses within Area 'C' depicted on Exhibit B. Use is restricted to Common Area Open Space.

D. Permitted Uses within Area 'D' depicted on Exhibit B. Development and uses are restricted to public and private utility and roadway/transportation infrastructure.

E. Development density and ground coverage. The Property has a Future Land Use Category of Residential Low Density which limits the maximum density to 4 dwelling units per acre and 40% maximum ground coverage. Notwithstanding the maximums allowed by the Land Use Category, based on a review of the

factors set forth in Sec. 4.20.12.8 of the LDRs, the following shall apply within CountryWay II:

1) *Total Site Area*: 160 acres
2) *Gross Density*: maximum of 500 dwelling units (inclusive of tiny homes) ÷ 160 acres = 3.14 dwelling units per acre
3) *Net Residential Acreage*: 136 acres
4) *Maximum Ground Coverage* (i.e., buildings and impervious surfaces): 160 acres x .40 = 64 acres

F. Dimensional and bulk restrictions.

	Single-family detached	**Single-family attached (duplex or townhomes)**	**Tiny home neighborhood**
Lot Area, minimum	3,500 square feet	1,000 square feet per unit	Refer to requirements in Section 4.2.42 of the LDRs. The tiny home neighborhood is limited to one site, of 40 acres or less, within CountryWay II
Lot Width, minimum	35 feet	Not applicable	
Lot Coverage, maximum – subject to Maximum Ground Coverage in E.4. above	85%	90%	
Front or Street Setback, minimum	20 feet	10 feet	
Side Setback, minimum	3 feet	0 feet, except where minimum separation is required by the Florida Building Code	
Rear Setback, minimum	3 feet	3 feet	
Structure Height, maximum	35 feet		

1) Buffers: Structures, buildings and streets located at the perimeter of the development shall be permanently screened by a landscaped buffer area (refer to requirements in Sec. 4.2.11 of the LDRs).

2) *Open space*: At least 15 percent of the area within CountryWay II shall be usable, common open space owned and managed in accordance with Section 7 below. Open space shall not be used for common open or enclosed storage. Not more than one-half of the total common open space area may be in a floodplain, buffer area and/or water bodies.

G. Compatibility.

1) *Internal*: All land uses within this development shall be internally compatible with one another and able to coexist in a stable fashion over time such that no use unduly negatively impacts, directly or indirectly, other uses.

2) *External:* All land uses proposed within this development shall be externally compatible with existing uses of properties surrounding the development and able to coexist in a stable fashion over time such that neither internal nor surrounding uses are unduly negatively impacted, directly or indirectly by the other uses.

H. Required on-site and off-site infrastructure.

1) *Transportation/Access.* All streets, thoroughfares and accessways shall be designed to relate to the traffic circulation plans of the area and shall comply with all requirements of the governmental authority having jurisdiction.

a) *External transportation access:* The Property Owner must plan, engineer, design, permit and construct a primary access connection to the existing SW 18th Road and a secondary access connection to the existing SW 16th Lane, both of which run through the CountryWay Town Center Planned Development which abuts CountryWay II to the west. Modifications to existing roadways will be assessed during Final Development Plan review based on a traffic study. Modifications required to serve on-site uses, as well as any roadway improvements identified by the traffic study, will be the responsibility of the Property Owner. As identified in the Traffic Impact Analysis (TIA) Report prepared by NV5 dated 6/22/2026:

1. The projected hourly traffic volumes in the Build conditions are projected to satisfy the MUTCD Warrant 2 requirements. However, a signal warrant analysis must be conducted for the CountryWay II project to determine if signalization at US 41/SR 45 is necessary. Once conditions satisfy a warrant for a traffic signal, an Intersection Control Evaluation (ICE) must be conducted per FDOT guidelines to determine the best traffic control for the intersection.

2. A future connection to SW 15th Avenue is anticipated to provide additional access; however, that connection is dependent on and will be preceded by the completion of a north-south roadway located along the east Property line.

b) *Internal transportation access:* The Property Owner shall plan, engineer, design, permit and construct an internal interconnected transportation network that connects every dwelling unit to a public street (either directly or by way of a private street that connects to a public street), that includes multi-modal improvements such as sidewalks and trails, and that is traffic-calmed and pedestrian and bicycle friendly.

c) *Driveways:* All driveways shall be constructed in accordance with Sec. 4.2.15.2 of the LDRs, right-of-way use permitting in Sec. 82-72 of the City Code, and the City's Right-of-Way Manual. Shared driveway easements shall be noted on the Final Development Plan(s).

d) *Parking*: Adequate off-street parking shall be provided in accordance with Sec. 4.2.15 of the LDRs for the permitted uses that are constructed. Parking on sidewalks or within maintenance and access easement areas is also prohibited.

2) Utilities. The Property Owner is responsible for all costs associated with the installation of the off-site and on-site utilities (e.g., electric, water and wastewater) necessary to serve the development, including the cost of acquiring necessary land or easements. All utility lines shall be installed underground and the City (acting through the City Manager or their designee) reserves the right to specify the location of utility lines so as to best serve the development and facilitate utility service.

a) *Potable Water and Wastewater.* All development shall connect to City potable water and wastewater services, subject to availability of capacity and any reservation of capacity by the Property Owner.

b) *Electric*. All development shall connect to electric service provided by the local electric provider(s), as their respective service territories dictate.

c) *Stormwater Management and Flood Protection Requirements*. The development must comply with Articles 7 and 8 of the LDRs and the requirements of any governmental authority having jurisdiction. All stormwater management facilities on the

Property shall be owned and maintained in accordance with Section 7 below.

3) Parks. The requirement to provide neighborhood parks within ½ mile of each residence will be satisfied by the construction of a centrally located amenity center within CountryWay II.

Section 7. Management of Common Areas and Private Roads All private streets, private parking areas, and common areas, including landscaping, buffering, open space, pavilions, recreation areas, and all other improvements shall be owned and operated by the Property Owner or by a homeowners' association created in accordance with Florida law, including a declaration of covenants and restrictions, articles of incorporation and by-laws.

Section 8. Timeframe for Development; Phases. CountryWay II will be developed over a 12-year period commencing on the Effective Date of this Ordinance. The City Commission may extend that deadline upon receipt of a written request for an extension filed with the land development regulation administrator by the Property Owner prior to the expiration of that deadline.

If developed in phases, each must be planned as sufficiently self-contained, and appropriately related to previous development, surrounding properties, and available public facilities and services, so that a failure to proceed with subsequent phases will have no adverse impact on the existing phase(s) or surrounding properties. Each phase of development must receive Final Development Plan approval and must demonstrate that adequate on and off-site public facilities are available or programmed to serve that phase.

Section 9. Final Development Plan; Building Permits; Certificates of Occupancy.

A. If the Property will be platted, after Preliminary Plat approval, the Construction Plans and Final Plat submitted and approved in accordance with Article V of the LDRs shall serve as the Final Development Plan for purposes of this Ordinance.

B. If the Property will not be platted (i.e., it will be submitted to a Condominium form of ownership or will remain undivided and under unified ownership), Construction Plans must be submitted and approved in accordance with the procedures in Sec. 5.17 and the specifications in Sec. 5.34 of the LDRs and same shall serve as the Final Development Plan for purposes of this Ordinance.

C. Within 12 months of the Effective Date of this Ordinance, the Property Owner must submit an application for a Final Development Plan for some development within CountryWay II. The City Commission may extend that deadline one time, for up to an additional 12 months, upon receipt of a written request for an

extension filed with the land development regulation administrator by the Property Owner prior to the expiration of that deadline.

D. If more than 24 months lapse without the Property Owner constructing development within CountryWay II, the City may rezone the undeveloped portion of the Property as provided in Section 14 of this Ordinance.

E. Within 24 months of the date of approval of each Final Development Plan, that portion must achieve "substantial construction" which is defined as: obtaining all required permits; completion of permitted clearing and grading on a significant portion of the land; and construction of a significant portion of water and wastewater lines, streets, and/or the stormwater management system or overall progression that significantly moves the entire development toward completion of construction. The Land Development Regulation Administrator shall determine whether substantial construction has been achieved. The City Commission may extend any deadline one time, for up to an additional 24 months, upon receipt of a written request for an extension filed with the Land Development Regulation Administrator by the Property Owner prior to the expiration of the initial 24-month period.

F. Any revisions to a Final Development Plan must be submitted and approved through the same procedures described in A and B above. Revisions to a Final Development Plan may be approved only if they are consistent with the purpose, intent, overall design, and integrity of the development as set forth in this Ordinance.

G. Any deviation from an approved Final Development Plan may cause the City to issue a stop work order until such time as the deviations are corrected or the Final Development Plan is revised in accordance with F above.

H. No building permit may be issued by the City until a Final Development Plan that includes that structure has been approved.

I. No certificate of occupancy for a structure will be issued by the City unless the public infrastructure (e.g., roads and utilities) serving that structure has been accepted by the City.

Section 10. Revisions to the Planned Residential Development. Any revision to this Ordinance, except for "minor changes" (defined below) to the Preliminary Development Plan attached as Exhibit B, requires application and review by the Planning and Zoning Board and an amendment ordinance adopted by the City Commission.

The Land Development Regulation Administrator may review and approve "minor changes" to the Preliminary Development Plan attached as Exhibit B, which are defined as: (1) Changes in alignment, location, or length of local street; (2) Adjustments or minor

shifts in dwelling unit mixes, not resulting in increased overall density; and (3) Reorientation or slight shifts in building locations.

Section 11. Concurrency.

A. City Concurrency. Concurrency for City potable water, wastewater (sanitary sewer), stormwater (drainage), transportation (traffic circulation) and recreation/open space will be determined in accordance with Sections 14.13 and 14.14 of the LDRs.

B. State Transportation Concurrency. The Property Owner is responsible for working through the Florida Department of Transportation to satisfy any State Transportation Concurrency requirements.

C. County Solid Waste Concurrency. The Property Owner is responsible for working through the Alachua County Solid Waste Division to satisfy any solid waste concurrency requirements.

D. School Concurrency. The Property Owner is responsible for working through the Alachua County School Board to satisfy any school concurrency requirements.

Section 12. Other Agency Permits. In accordance with Section 166.033, Florida Statutes, the issuance of a development permit or development order by the City does not create any right on the part of the Property Owner to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state or federal permits must be obtained before commencement of the development.

Section 13. Applicability. This Ordinance shall run with the land and shall bind the Property Owner, its successors and assigns.

Section 14. Repeal of this Ordinance; reinstatement of prior zoning. If any development time limits within this Ordinance are not met or timely extended; the Land Development Regulation Administrator shall initiate a rezoning petition to remove the Planned Residential Development zoning and reinstate the prior zoning designation (specified in Section 2 above) for the undeveloped portion of the Property.

Section 15. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment, and related text to govern development of a specific parcel of land, and shall not be codified in the City of Newberry Code of Ordinances. However, the City Manager, or designee, is authorized and directed to update the Official Zoning Atlas in accordance with Section 2 of this Ordinance. Typographical errors and other matters of a non-substantive nature that do not affect the intent of this Ordinance, as determined

by the City Clerk or City Attorney, may be corrected with authorization of the City Manager or their designee without the need for a public hearing.

Section 16. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 17. Conflict. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance herewith are hereby repealed to the extent of such conflict.

Section 18. Effective Date; Recording. This Ordinance shall become effective 10 days after final adoption in accordance with Article V of the Newberry Charter and the City Clerk is directed to record same in the City Ordinance Book.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on **August 10, 2026.**

Adopted on Second Reading (Final Passage) by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on **August 24, 2026.**

CITY OF NEWBERRY, FLORIDA

_____
Timothy R. Marden, Mayor

ATTEST, BY THE CLERK OF THE CITY OF NEWBERRY, FLORIDA

_____
Randa K. Paul, City Clerk

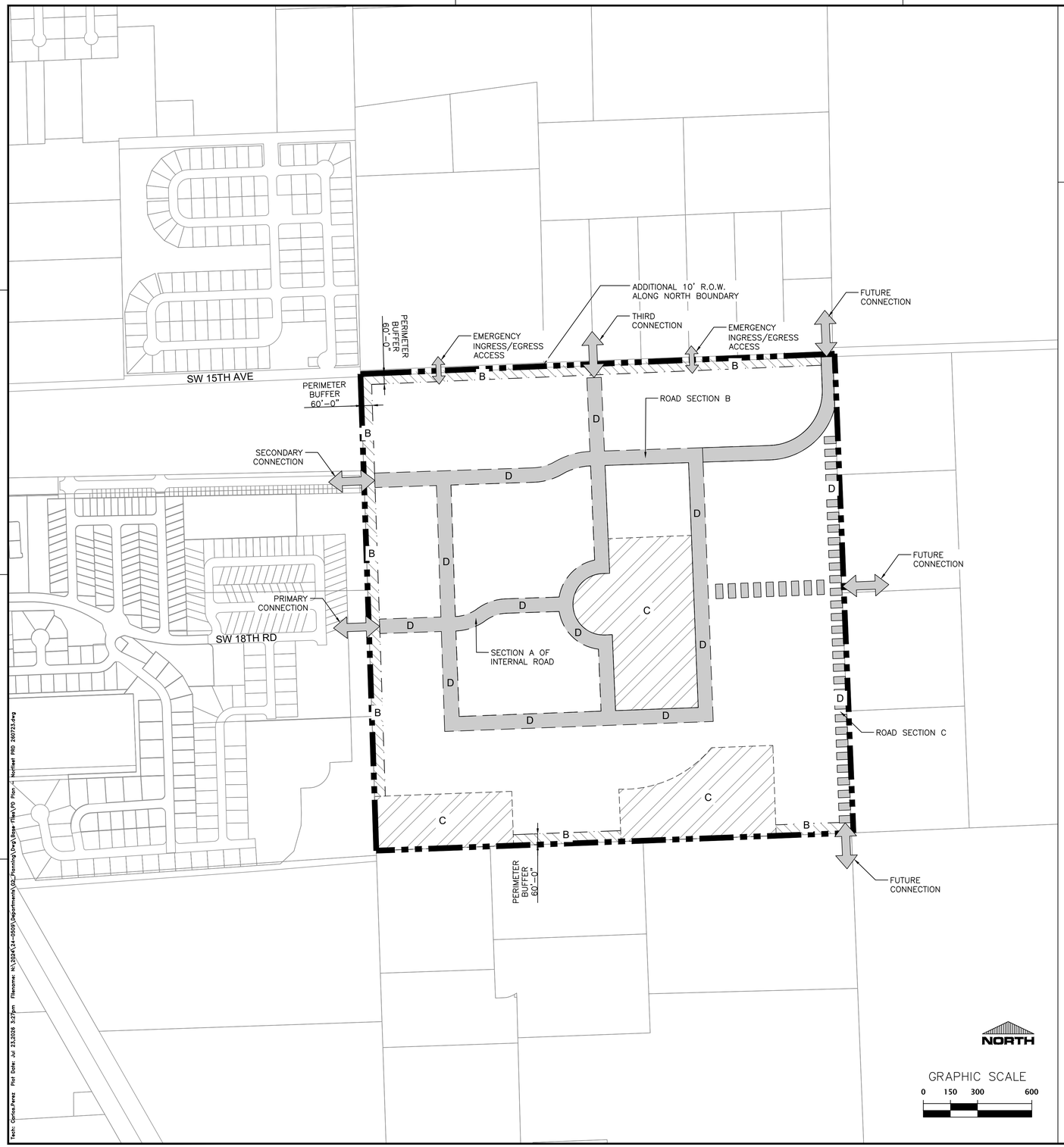
Approved as to Form and Legality

_____
City Attorney's Office

EXHIBIT A TO ORDINANCE NO. 2026-24
LOCATION MAP



EXHIBIT B to Ordinance No. 2026-24



NORFLEET
PLANNED RESIDENTIAL DEVELOPMENT (PRD)
PRELIMINARY DEVELOPMENT PLAN

GENERAL NOTES:
1. LAND USE AREA BOUNDARIES ARE APPROXIMATE LOCATIONS MAY BE ADJUSTED DURING DEVELOPMENT PLAN APPROVAL.
2. STORMWATER MANAGEMENT FACILITIES MAY BE LOCATED WITHIN ANY LAND USE AREA. THIS PLAN DOES NOT SPECIFY ACTUAL SIZE AND LOCATION OF THE PROPOSED FACILITIES.
3. VEHICULAR PARKING AND CIRCULATION MAY BE LOCATED WITHIN ANY LAND USE AREA, EXCEPT AREA B.
4. OPEN SPACE/COMMON AREA SHALL CONSIST OF A MINIMUM 15% OF THE TOTAL LAND AREA AND MAY BE LOCATED IN ANY LAND USE AREA; AND PROVIDED THAT ANY PRD WHICH CONSISTS OF ONE-FAMILY DWELLINGS WITH INDIVIDUALLY DEEDED LOTS SHALL ONLY BE REQUIRED TO HAVE FIVE PERCENT (5%) USABLE OPEN SPACE.
5. NO BLOCK FACE SHALL EXCEED 2,200 FEET, NOR BE LESS THAN 200 FEET IN LENGTH.
6. SITE INFRASTRUCTURE ELEMENTS MAY CROSS PHASE LINES TO ENABLE UTILITY OR OPEN SPACE CONNECTIONS.

TRANSPORTATION NOTES:
1. ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE MODIFIED TO ACHIEVE AN APPROVABLE DEVELOPMENT PLAN IN CONJUNCTION WITH CITY OF NEWBERRY UTILITY INFRASTRUCTURE. THE NORTH/SOUTH CONNECTION ROAD, ACROSS THE PRD PROPERTY, MAY BE CONSTRUCTED EARLIER THAN REQUIRED BY THE PRD SUBJECT TO THE CONDITIONS HEREIN TO FACILITATE A COLLECTOR FROM UNRELATED PROPERTIES TO THE SOUTH, NORTHERLY TO NW 15TH AVENUE AND ULTIMATELY STATE ROAD 26/NEWBERRY ROAD;

2. SECTION B OF THE ROAD NETWORK WILL BE BUILT BY DEVELOPER AS REQUIRED TO SERVE THE PRD, OR EARLIER IF THE CONNECTOR ROAD FROM THE PROPERTY TO SR 26/NEWBERRY ROAD IS BUILT BY THE CITY OR OTHERS;

3. SECTION C OF THE ROAD NETWORK MAY BE BUILT BY DEVELOPER AS REQUIRED TO SERVE THE PRD OR EARLIER SUBJECT TO THE CONDITIONS HEREIN. IF OFFSITE DEMAND FOR SECTION C BY UNRELATED DEVELOPERS TO THE SOUTH (I.E. NEWBERRY RIDGE) NECESSITATES AN EARLIER CONSTRUCTION OF SECTION C FOR THE BENEFIT OF THOSE OFFSITE PROPERTIES, DEVELOPER ITSELF WILL CAUSE TO BE CONSTRUCTED SECTION C AND UPON FULL REIMBURSEMENT OF DEVELOPER'S COSTS BY NEWBERRY RIDGE AND/OR OTHER DEVELOPMENTS, DEVELOPER WILL DEDICATE THE ROW TO THE CITY. THE AMOUNT OF THE COST REIMBURSEMENT SHALL BE IN DEVELOPER'S SOLE DISCRETION;
   A. NOTWITHSTANDING THE FOREGOING, DEVELOPER SHALL HAVE NO OBLIGATION TO CONSTRUCT SECTION C UNTIL SUCH TIME AS (1) NEWBERRY RIDGE HAS INSTALLED ITS FRONT ENTRANCES AND EITHER PROVIDED TRANSPORTATION FACILITIES OR PAID A PROPORTIONATE SHARE TOWARD IMPROVEMENTS FOR ITS VEHICLE TRIPS (2) THE ROAD CONNECTING TO AND CROSSING NW 15TH AND CONNECTING TO SR 26/NEWBERRY ROAD IS CONSTRUCTED BY OTHERS AND (3) THE CONSTRUCTION OF SECTION C IS FULLY FUNDED BY OTHERS.

DEVELOPMENT STANDARDS			
SINGLE-FAMILY DETACHED:		SINGLE-FAMILY ATTACHED/TOWNHOME:[2]	
LOT AREA, MIN. (SQ FT)	3,500	LOT AREA PER UNIT, MIN. (SQ FT)	1,000
LOT WIDTH, MIN. (FT)	35	LOT WIDTH, MIN. (FT)	n/a
LOT COVERAGE, MAX.	85%	LOT COVERAGE, MAX	90%
FRONT SETBACK, MIN. (FT)	20	FRONT SETBACK, MIN. (FT)	10
SIDE SETBACK, MIN. (FT)	3-5	SIDE SETBACK, MIN. (FT)[1]	0
REAR SETBACK, MIN. (FT)	3	REAR SETBACK, MIN. (FT)	3
STRUCTURE HEIGHT, MAX (FT)	35	STRUCTURE HEIGHT, MAX (FT)	35

[1] MINIMUM BUILDING SEPARATION FOR ALL STRUCTURES SHALL BE DICTATED BY FLORIDA BUILDING CODE (FBC).
[2] MAXIMUM UNITS WITHIN THE SINGLE-FAMILY ATTACHED STRUCTURES SHALL NOT EXCEED SIX (6) UNITS.

LAND USE DATA			
HATCH PATTERN	LAND USE AREA	AREA (AC)	AREA (%)
	PROJECT SITE BOUNDARY	159.03	100%
A	RESIDENTIAL	107.03	67%
B	PERIMETER BUFFER	8.70	6%
C	COMMON AREA OPEN SPACE	27.00	17%
D	RIGHT OF WAY	16.30	10%
	PHASE LINE	N/A	N/A

11801 Research Dr. | Alachua, FL 32615
(352)331-1976 | www.inv5.com
EB#29065

SCALE: 1" = 300'

VERIFY SCALE BAR IS ACCURATE ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, SHEET IS NOT ONE INCH

SURVEYING ACCURACY, TECHNOLOGY, SERVICES

CONSTRUCTION/REVISIONS:

SUBMITTALS:

CLIENT: NORFLEET HOMES
PROJECT: NORFLEET PLANNED RESIDENTIAL DEVELOPMENT
SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN

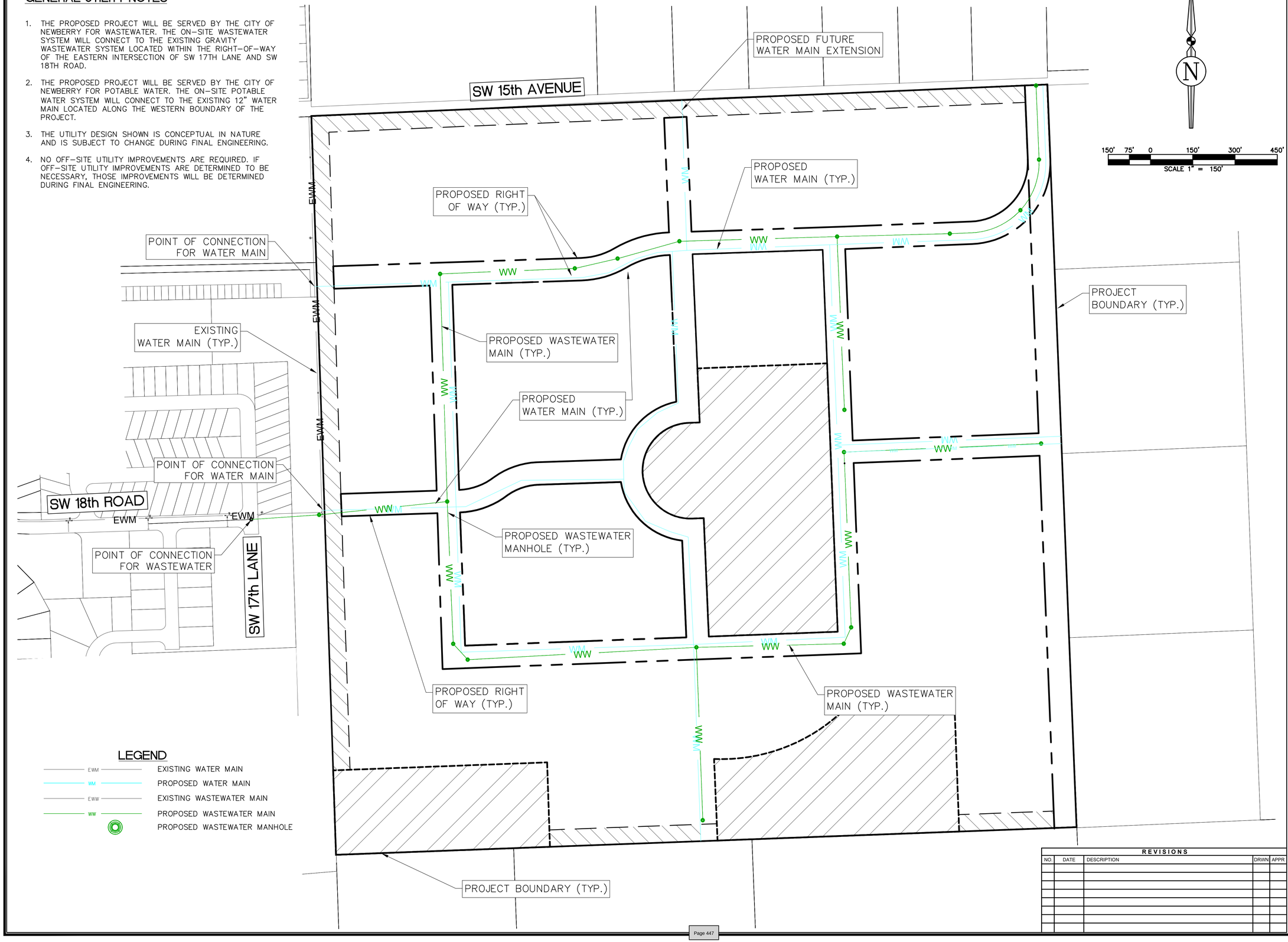
TECHNICIAN: L. ROSARIO
DESIGNER: M. MAURER
QUALITY CONTROL: M. MAURER
PROJECT NUMBER: 24-0509

SHEET NO.: 1 of 1

Tech: Carlos Perez Plot Date: Jul 23,2026 3:27pm Filename: N:\2024\24-0509\Department\05_Planning\Prep\Base Files\PD Plan -- Norfleet PRD 260723.dwg

GENERAL UTILITY NOTES

1. THE PROPOSED PROJECT WILL BE SERVED BY THE CITY OF NEWBERRY FOR WASTEWATER. THE ON-SITE WASTEWATER SYSTEM WILL CONNECT TO THE EXISTING GRAVITY WASTEWATER SYSTEM LOCATED WITHIN THE RIGHT-OF-WAY OF THE EASTERN INTERSECTION OF SW 17TH LANE AND SW 18TH ROAD.
2. THE PROPOSED PROJECT WILL BE SERVED BY THE CITY OF NEWBERRY FOR POTABLE WATER. THE ON-SITE POTABLE WATER SYSTEM WILL CONNECT TO THE EXISTING 12" WATER MAIN LOCATED ALONG THE WESTERN BOUNDARY OF THE PROJECT.
3. THE UTILITY DESIGN SHOWN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE DURING FINAL ENGINEERING.
4. NO OFF-SITE UTILITY IMPROVEMENTS ARE REQUIRED. IF OFF-SITE UTILITY IMPROVEMENTS ARE DETERMINED TO BE NECESSARY, THOSE IMPROVEMENTS WILL BE DETERMINED DURING FINAL ENGINEERING.



LJA Engineering, Inc.
643 SW 4th AVENUE, SUITE 220
GAINESVILLE, FLORIDA 32601
352.244.8341 / WWW.JLA.COM

SHEET TITLE: PRELIMINARY MASTER UTILITY PLAN

PROJECT: NORFLEET PLANNED RESIDENTIAL DEVELOPMENT

CLIENT: NORFLEET CONSTRUCTION GROUP, LLC
NEWBERRY, FL

CHRISTOPHER POTTS, PE
FLORIDA LICENSE NO. 73842

REVISIONS

NO.	DATE	DESCRIPTION	DRWN	APPR.

DATE OCTOBER 2024
DRAWN BY
CHKD BY
FILE NAME
JOB NO.

SHT. C1.00

EXHIBIT C to Ordinance No. 2026-24