Commission Meeting

November 23, 2026
7:00 PM

25493 NW 1st Avenue, Newberry, Florida 32669

Agenda

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS
(Please limit presentations to 15 minutes)

1. Florida Municipal Electric Association (FMEA) - Amy Zubaly, Executive Director
2. 2026 Building Strong Communities Award
3. Professional Excellence Award

PUBLIC ANNOUNCEMENTS
(Please limit announcements to 2 minutes)

CONSENT AGENDA

4. 10.26.2026 Commission Meeting Minutes
5. 11.9.2026 Commission Meeting Minutes
6. Payment Registers
7. SW 254th Extension-ITB 2026-13 Bid Award
8. Courtland Phase 1 Court Construction

PUBLIC HEARINGS AND ORDINANCES

9. Fiscal Year 2026 Final Budget Amendment - Resolution No. 2026-59

A Resolution Of The City Of Newberry, Florida, Amending The City's Final Budget For Fiscal Year 2026; Providing Directions To The City Manager; Providing For Severability; Repealing All Resolutions In Conflict; And Providing An Effective Date.

10. Resolution 2026-53 - Notice of Intent to Use Uniform Method of Collection

A Resolution Of The City Of Newberry, Florida, Electing To Use The Uniform Method Of Collecting Non-Ad Valorem Assessments Levied For Road Maintenance Within The Incorporated Area Of The City; Providing The Legal Description Of The Incorporated Area; Stating The Need For The Levy Of The Non-Ad Valorem Assessments; Directing The Mailing Of This Resolution; And Providing An Effective Date.

11. Ordinance # 2026-37/ CPA 26-18: Small-scale Future Land Use Amendment for Annexation 41 Ag properties.

Legislative, First Reading of Ordinance # 2026-37/ CPA 26-18. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map in the City of Newberry Comprehensive Plan by changing the future land use category from Alachua County Rural/Agriculture to City of Newberry Agriculture on 5 parcels (comprising a portion of Annexation #41) that are identified as Tax Parcel No. 02526-000-000, Tax Parcel No. 02526-002-000, Tax Parcel No. 02585-025-000, Tax Parcel No. 02657-005-000 and Tax Parcel No. 04399-006-000; 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.

12. Ordinance # 2026-38/LDR 26-26: Small-scale Zoning Amendment for Annexation 41 Ag properties.

Quasi-judicial, First Reading of Ordinance # 2026-38/LDR 26-26. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas in the Land Development Regulations by changing the Zoning District from Alachua County Agricultural to City of Newberry Agricultural on 5 parcels comprising a portion of Annexation #41 that are identified as Tax Parcel No. 02526-000-000, Tax Parcel No. 02526-002-000, Tax Parcel No. 02585-025-000, Tax Parcel No. 02657-005-000 and Tax Parcel No. 04399-006-000; 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.

13. Ordinance # 2026-16/CPA 26-13: Small-scale Future Land Use Amendment for City-owned properties.

Legislative, Second Reading of Ordinance # 2026-16/CPA 26-13. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Mixed Use, Agriculture, And Residential Low Density to Public Facilities and Land on 10 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000, and 02534-100-000; 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.

14. Ordinance # 2026-17/LDR 26-18: Re-Zoning for City-owned properties.

Quasi-Judicial, Second Reading of Ordinance # 2026-17/LDR 26-18. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the zoning districts from Mixed Use, Agricultural, Residential Single Family-2, And Residential Single Family/Mobile Home-2 to Public Facilities on 11 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 01988-007-000, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000 and 02534-100-000; 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.

15. **Ordinance # 2026-21/CPA 26-12: Small-scale Future Land Use Amendment for City-owned properties.**

Legislative, First Reading of Ordinance # 2026-21/CPA 26-12. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Agriculture, Planned Development, Industrial, Residential Low Density, and Commercial to Public Facilities and Land on 13

City-owned properties identified as Tax Parcel numbers 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01933-001-000 and 02570-002-000; 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.

16. **Ordinance # 2026-22/LDR 26-15: Small-scale Zoning amendment for City-owned properties.**

Quasi-judicial, First Reading of Ordinance # 2026-22/LDR 26-15. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the Zoning Districts from Agricultural, Residential Single Family-2, Industrial Light and Warehousing, Residential (Mixed) Single Family/Mobile Home-2, Commercial Intensive, Planned Development, Commercial Central Business District and Planned Residential Development to Public Facilities on 15 City-Owned properties identified as Tax Parcel numbers 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02041-000-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01988-004-000, 01933-001-000 and 02570-002-000; 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.

AGENDA ITEMS

17. Resolution 2026-58 - NW 255th Road Vacation

A Resolution Of The City Of Newberry, Florida, setting a public hearing date to consider a request to vacate a portion of public right-of-way described as that portion of NW 5th Street

that lies between NW 5th Avenue and NW 6th Avenue; providing direction; and providing an effective date.

18. Request the County to amend the Wild Spaces Public Places grant from Jimmy Durden Park parking improvements to the Courtland Phase 1 project

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:

1. Florida Municipal Electric Association (FMEA) - Amy Zubaly, Executive Director

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Florida Municipal Electric Association (FMEA) - Amy Zubaly, Executive Director
Agenda Section:	Presentation
Department:	Electric
Strategic Goal/Objective:	Goal A.4. – Safe, reliable, and affordable electrical services.
Presented By:	Amy Zubaly, FMEA Executive Director
Recommended Actions:	Hear the presentation.

Summary:
The Florida Municipal Electric Association (FMEA) represents the unified interests of Florida's 33 public power communities. FMEA was established in 1942 in response to WWII fuel shortages and is now the statewide trade association and voice for Florida's municipal electric utilities.

FMEA provides its members with government relations, mutual aid coordination, communications, education, and networking opportunities. The association is at the forefront of energy industry news and trends and supports its member utilities by promoting public power and delivering superior services through advocacy, mutual aid, education, and collaboration.

Attachments:
1. None.

File Attachments for Item:

2. 2026 Building Strong Communities Award

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	2026 Building Strong Communities Award
Agenda Section:	Presentation
Department:	Electric
Strategic Goal/Objective:	Goal A.4. – Safe, reliable, and affordable electrical services.
Presented By:	Amy Zubaly, FMEA Executive Director
Recommended Actions:	Accept award.

Summary:



File Attachments for Item:

3. Professional Excellence Award

FMEA

PROFESSIONAL EXCELLENCE AWARD

RECIPIENT



TAMMY SNYDER

CUSTOMER SERVICE MANAGER, CITY OF NEWBERRY

File Attachments for Item:

4. 10.26.2026 Commission Meeting Minutes

Commission Meeting Minutes

October 26, 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:

Director of Community Development	Stacey Hectus
Assistant Director of Community Development	Lauren Yeatter
Permit Tech II	Michael Booth
Executive Assistant	Angie Walker
Staff Specialist	Tamano Dean
Staff Assistant	Bailey Fritz

CALL TO ORDER

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

ROLL CALL

Clerk Paul called for roll:

Commissioner Coleman:	Present
Commissioner Clark:	Present
Commissioner Farnsworth:	Present
Commissioner Long:	Present
Commissioner Mazon:	Noted to be Tardy
Mayor Marden:	Present

APPROVAL OF AGENDA

Mayor Marden suggested moving Public Announcements to after the Pledge of Allegiance.

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

DRAFT

Mayor Marden called for comments from dais or the public. There were none.

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

MOTION PASSED: 4-0

INVOCATION
Pastor Ralph Williams provided the Invocation.

PLEDGE OF ALLEGIANCE
Commissioner Clark led the Pledge of Allegiance.

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

PRESENTATIONS
(Please limit presentations to 15 minutes)

1. **Discussion of the custom zoning districts in the land development code - Planned Development (PD), Planned Residential Development (PRD), Planned Rural Residential Development (PRRD) and Mixed Use (MU)**

Mayor Marden introduced the item.

Manager Marlowe provided introductory information.

Director Hectus, Manager Marlowe, and Attorney Shalley presented intermittently with a PowerPoint.

Periodic discussion ensued.

2. **Gateway Overlay District Discussion**

Mayor Marden introduced the item.

Director Hectus presented with a PowerPoint.

Periodic discussion ensued.

Direction from the dais:
Add flexibility for staff.
Reduce the buffer.
Require the renderings.
Vegetation at 50%.
Split the difference in the immediate downtown.

DRAFT

****Commissioner Mazon arrived at 8:41PM****

CONSENT AGENDA

3. 09.28.2026 Commission Meeting Minutes

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

****Commissioner Farnsworth stepped out of the Commission chambers.****

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

MOTION PASSED: 4-0

PUBLIC HEARINGS AND ORDINANCES

4. Ordinance # 2026-14/LDR 26-14: Re-Zoning for Easton Newberry Sports Complex.

Quasi-Judicial, Second Reading of Ordinance # 2026-14/LDR 26-14. An Ordinance of the city of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the zoning districts from Agricultural and Mixed Use to Public Facilities on 5 City-owned properties (identified as tax parcel numbers 01874-001-003, 01874-001-004, 01897-005-000, 01897-005-001 and 01897-006-000) located at 24815 NW 16th Avenue and known as the Easton Sports Complex; 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.

Mayor Marden introduced the item.

Attorney Shalley read Ordinance 2026-14 into the record by title only.

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

****Commissioner Farnsworth returned to the Commission Chambers****

Mayor Marden called for disclosure of ex-parte communication:

ROLL CALL:

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

Assistant Director Yeatter advised that staff/applicant stood on the presentation from the first reading of the Ordinance.

Mayor Marden called for public comment. There was none.

DRAFT

Mayor Marden called for comment from the dais. There was none.

Motion to approve Ordinance 2026-14 on second reading made by Commissioner Long, Seconded by Commissioner Farnsworth.

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

MOTION PASSED: 5-0

5. Ordinance # 2026-27/LDR 25-11: Large Scale Zoning Amendment for Newberry Ridge.

Quasi-Judicial, First Reading of Ordinance # 2026-27/LDR 25-11. 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 225 acres (tax parcel numbers 02542-001-000, 02542-001-001, 02542-001-002, 02542-001-003, 02542-001-004, 02542-001-005, 02542-001-006, 02542-001-008 and 02547-001-000) generally located north of SW 30th Avenue and east of US Hwy 27/41; adopting land development regulations for the development commonly referred to as "Newberry Ridge"; providing for applicability; providing for rezoning; 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.

Manager Marlowe introduced the item.

Mayor Marden introduced the item.

Attorney Shalley read Ordinance 2026-27 into the record by title only.

Clerk Paul swore in Jordan Marlowe, Stacey Hectus, Lauren Yeatter, Trey Fragala and Julie Kendig.

Mayor Marden called for disclosure of ex-parte communication.

ROLL CALL:

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

Director Hectus advised of a scrivener's error.

Mr. Fragala present on behalf of the applicant with a PowerPoint.

DRAFT

Periodic discussion ensued.

Director Hectus presented for staff with a PowerPoint.

Mayor Marden called for public comments.
Tripp Norfleet made comments.

Mayor Marden called for questions from the dais.
Commissioner Farnsworth asked questions. Discussion ensued.
Commissioner Clark asked questions. Discussion ensued.
Commissioner Coleman asked questions. Discussion ensued.

Motion to approve Ordinance 2026-27 on first reading made by Commissioner Long, Seconded by Commissioner Clark.

Voting YEA: **Commissioner Clark**
Commissioner Farnsworth
Commissioner Long
Commissioner Mazon

Voting NO: **Commissioner Coleman**

MOTION PASSED: 4-1

6. CPA 26-14: Large Scale Future Land Use Amendment for Stonewood Planned Development Petition

Legislative, Petition CPA 26-14. A petition 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 Planned Development on 94.5 acres, identified as tax parcel numbers 01879-002-000 and 01879-004-001.

Mayor Marden introduced the item.

Attorney Shalley read Petition CPA 26-14 into the record by title only.

Tara Howell presented for the applicant with a PowerPoint.

Mayor Marden called for questions from the dais.
Commissioner Long had questions. Discussion ensued.
Commissioner Coleman had questions. Discussion ensued.
Commissioner Farnsworth had questions. Discussion ensued.

Motion to approve Petition CPA 26-14 made by Commissioner Coleman, Seconded by Commissioner Farnsworth.

Mayor Marden called for questions from the public or the dais.
Commissioner Clark had questions. Discussion ensued.

DRAFT

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

MOTION PASSED: 5-0

7. LDR 26-19: Large Scale Rezoning for Stonewood Planned Development.

Quasi-Judicial, Petition LDR 26-19. A petition of the City of Newberry, Florida, amending the Zoning Map in the Comprehensive Plan by changing the zoning from Agriculture to Planned Development on 94.5 acres, identified as tax parcel numbers 01879-002-000 and 01879-004-001.

Mayor Marden introduced the item.

Attorney Shalley read Petition LDR 26-19 into the record by title only.

Clerk Paul swore in Jordan Marlowe, Tara Howell, Kyle Williams, Dave McDaniel, Bobby Prevatt, Stacey Hectus, and Lauren Yeatter.

Mayor Marden called for disclosure of ex-parte communication:

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

Ms. Howell presented for the applicant with a PowerPoint.

Director Hectus presented for staff with a PowerPoint.

Mayor Marden called for public comment.

Tripp Norfleet made comments. Discussion ensued.
Sam Morris made comments. Discussion ensued.

Mayor Marden called for questions from the dais.

Commissioner Farnsworth made comments.
Commissioner Coleman had questions. Discussion ensued.

Dave McDaniel made comments.

Commissioner Mazon made comments. Discussion ensued.
Commissioner Clark made comments. Discussion ensued.

Sam Morris made comments. Discussion ensued.
Bobby Prevatt made comments. Discussion ensued.

DRAFT

Tripp Norfleet made comments. Discussion ensued.

Manager Marlowe made comments.

Director Hectus had questions. Discussion ensued.

Motion to approve Petition LDR 26-19 made by Commissioner Mazon, Seconded by Commissioner Coleman.

ROLL CALL:	**Commissioner Mazon:**	**YEA**
	Commissioner Long:	**YEA**
	Commissioner Farnsworth:	**NO**
	Commissioner Clark:	**NO**
	Commissioner Coleman:	**YEA**

MOTION PASSED: 3-2

Discussion ensued pertaining to extending the meeting

Motion to extend the meeting by thirty minutes made by Commissioner Coleman, Seconded by Commissioner Long.

Mayor Marden called for comments. There were none.

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

MOTION PASSED: 5-0

AGENDA ITEMS

8. Resolution No. 2026-52 Code Enforcement Lien Reduction

RESOLUTION NO. 2026-52: A RESOLUTION OF THE CITY OF NEWBERRY, FLORIDA, AUTHORIZING THE CITY MANAGER TO REDUCE CODE ENFORCEMENT LIEN AMOUNTS AND TO EXECUTE AND RECORD RELEASES OF CODE ENFORCEMENT LIENS; PROVIDING CRITERIA FOR SAME; DIRECTING AND AUTHORIZING IMPLEMENTATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Director Hectus presented with a PowerPoint.

Attorney Shalley read Resolution 2026-52 into the record by title only.

Commissioner Coleman made comments.

DRAFT

Motion to adopt Resolution 2026-52 authorizing the current City Manager, Jordan Marlowe, to reduce code enforcement liens and execute and record releases of code enforcement liens made by Commissioner Coleman, Seconded by Commissioner Long.

Mayor Marden called for comments.
Commissioner Coleman made comments.
Commissioner Mazon made comments.

Voting YEA:	**Commissioner Coleman, Commissioner Clark, Commissioner Long, Commissioner Mazon.**
Voting NO:	**Commissioner Farnsworth**
MOTION PASSED:	**5-0**

COMMENTS
Citizens
(Please limit your comments to 5 minutes)
Bruce Nelson made comments.

City Manager
Manager Marlowe made comments.

City Attorney
Attorney Shalley had none.

City Clerk
Clerk Paul had none.

Commission
Commissioner Coleman had none.
Commissioner Clark made comments.
Commissioner Farnsworth made comments.
Commissioner Long made comments.
Commissioner Mazon made comments.

Mayor
Mayor Marden had none.

MEETING ADJOURNMENT
The meeting was adjourned at 10:58PM.

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

DRAFT

Timothy R. Marden, Mayor

Randa K. Paul, City Clerk

DRAFT

File Attachments for Item:

5. 11.9.2026 Commission Meeting Minutes

Commission Meeting Minutes

November 09, 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	Dallas Lee
Director of Community Development	Stacey Hectus
Director of Public Works and Utilities	Rance Green
Director of Parks and Recreation	Rod Clark
Assistant Director of Public Works and Utilities	Kevin Willis
Assistant Director of Community Development	Lauren Yeatter
Community Engagement Coordinator	Crystal Rushing
Executive Assistant	Angie Walker
Staff Assistant	Bailey Fritz

CALL TO ORDER

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

ROLL CALL

Clerk Paul called roll:

Commissioner Coleman: **PRESENT**
Commissioner Clark: **PRESENT**
Commissioner Farnsworth: **PRESENT**
Commissioner Long: **PRESENT**
Commissioner Mazon: Clerk Paul noted that Commissioner Mazon would arrive tardy.
Mayor Marden: **PRESENT**

APPROVAL OF AGENDA

Motion to approve the agenda as published made by Commissioner Long, Seconded by Commissioner Clark.

DRAFT

Mayor Marden called for comments from the public or dais. There were none.

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

MOTION PASSED: 4-0

INVOCATION
Pastor Ralph Williams provided the Invocation.

PLEDGE OF ALLEGIANCE
Commissioner Clark led the Pledge of Allegiance.

PRESENTATIONS
(Please limit presentations to 15 minutes)
1. Christmas Proclamation
Mayor Marden introduced the item.

Coordinator Rushing presented with a PowerPoint.

Mayor Marden presented the Proclamation to Coordinator Rushing.

2. Proclamation Recognizing Veterans' Day
Mayor Marden introduced the item and presented the Proclamation to Commissioner Clark.

PUBLIC ANNOUNCEMENTS
(Please limit announcements to 2 minutes)
Mayor Marden called for Public Announcements.
Chris Mack made announcements.
Mellina Parker made announcements.

CONSENT AGENDA
3. 10.12.2026 Commission Meeting Minutes

4. SAHM Water System Improvements Engineering Services Agreement

Motion to approve the consent agenda as published made by Commissioner Long, Seconded by Commissioner Coleman.

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

MOTION PASSED: 4-0

DRAFT

PUBLIC HEARINGS AND ORDINANCES

5. Ordinance # 2026-12/CPA 25-04: Large Scale Future Land Use Amendment for Newberry Ridge.

Legislative, Second Reading of Ordinance # 2026-12/CPA 25-04. 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 Mixed Use to Residential Medium Density (8 du/ac) on approximately 225 acres (tax parcel numbers 02542-001-000, 02542-001-001, 02542-001-002, 02542-001-003, 02542-001-004, 02542-001-005, 02542-001-006, 02542-001-007, 02542-001-008 and 02547-001-000) generally located north of SW 30th Avenue and east of US Hwy 27/41; 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.

Mayor Marden introduced the item.

Attorney Shalley read Ordinance 2026-12 into the record by title only.

Manager Marlowe made introductory comments.

Trey Fragala made a brief review of the applicant's presentation with a PowerPoint.

Mayor Marden called for questions from the dais for the applicant. There were none.

Director Hectus advised that staff rested on their presentation.

Mayor Marden called for questions from the dais. There were none.

Mayor Marden called for questions from the public. There were none.

Motion to approve Ordinance 2026-12 on second reading made by Commissioner Long, Seconded by Commissioner Farnsworth.

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

MOTION PASSED: **4-0**

6. Ordinance # 2026-27/LDR 25-11: Large Scale Zoning Amendment for Newberry Ridge.

Quasi-Judicial, Second Reading of Ordinance # 2026-27/LDR 25-11. An ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas by changing the zoning district from Agricultural and Mixed Use to Planned Residential Development (PRD) on approximately 225 acres (tax parcel numbers 02542-001-000, 02542-001-001, 02542-001-

DRAFT

002, 02542-001-003, 02542-001-004, 02542-001-005, 02542-001-006, 02542-001-007, 02542-001-008 and 02547-001-000) generally located north of SW 30th Avenue and east of US Hwy 27/41; adopting land development regulations for the development commonly referred to as "Newberry Ridge"; providing for applicability; providing for rezoning; 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.

Manager Marlowe made introductory comments.

Mayor Marden introduced the item and explained quasi-judicial procedures.

Attorney Shalley read Ordinance 2026-27 into the record by title only.

Clerk Paul swore in Jordan Marlowe, Stacey Hectus, Lauren Yeatter, Trey Fragala, and Julie Kendig.

Mayor Marden called for disclosure of ex-parte communication.

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

Mayor Marden confirmed that he had no ex-parte communication to disclose.

Mr. Fragala presented briefly with a PowerPoint for the applicant.

Director Hectus presented with a PowerPoint for the staff.

Conditions to consider were discussed.

Manager Marlowe made comments.

Mr. Fragala confirmed the applicant's agreement to these conditions.

Mayor Marden called for public comments. There were none.

Mayor Marden called for comments from the dais.
Commissioner Clark had questions. Discussion ensued.

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

Mayor Marden called for final arguments. There were none.

Discussion ensued.

DRAFT

Motion to approve Ordinance 2026-27 with conditions added made by Commissioner Long, Seconded by Commissioner Clark.

Attorney Shalley asked for clarification on the conditions. Discussion ensued.

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

MOTION PASSED: 4-0

7. Ordinance # 2026-16/CPA 26-13: Small-scale Future Land Use Amendment for City-owned properties.

Legislative, First Reading of Ordinance # 2026-16/CPA 26-13. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Mixed Use, Agriculture, And Residential Low Density to Public Facilities and Land on 10 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000, and 02534-100-000; 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.

Mayor Marden introduced the item.

Attorney Shalley read Ordinance 2026-16 into the record by title only.

Assistant Director Yeatter presented for applicant and staff with a PowerPoint.

Mayor Marden called for questions from the dais.
Commissioner Coleman had questions. Discussion ensued.

Mayor Marden called for public comments. There were none.

Motion to approve Ordinance 2026-16 on first reading made by Commissioner Clark, Seconded by Commissioner Farnsworth.

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

MOTION PASSED: 4-0

8. Ordinance # 2026-17/LDR 26-18: Re-Zoning for City-owned properties.

DRAFT

Quasi-Judicial, First Reading of Ordinance # 2026-17/LDR 26-18. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the zoning districts from Mixed Use, Agricultural, Residential Single Family-2, And Residential Single Family/Mobile Home-2 to Public Facilities on 11 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 01988-007-000, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000 and 02534-100-000; 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.

Mayor Marden introduced the item.

Attorney Shalley read Ordinance 2026-17 into the record by title only.

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

Commissioner Coleman made comments.

****Commissioner Mazon arrived at 7:47PM****

Mayor Marden called for disclosure of ex-parte communication:

ROLL CALL:

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

Mayor Marden confirmed that he did not have any ex-parte communication to disclose.

Assistant Director Yeatter presented the applicant and staff's presentation with a PowerPoint.

Mayor Marden called for public comments. There were none.

Mayor Marden called for comments from the dais. There were none.

Motion to approve Ordinance 2026-17 on first reading made by Commissioner Long, Seconded by Commissioner Clark.

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

MOTION PASSED: 5-0

DRAFT

AGENDA ITEMS

9. City Commission Rules of Procedure

RESOLUTION NO. 2026-57 A RESOLUTION OF THE CITY OF NEWBERRY, FLORIDA, ADOPTING CITY COMMISSION RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-57 into the record by title only.

Mayor Marden called for questions from the dais or public.

Commissioner Farnsworth had questions. Discussion ensued.

Motion to approve Resolution 2026-57 made by Commissioner Coleman, Seconded by Commissioner Clark.

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

MOTION PASSED: 5-0

10. Resolution 2026-56 Surplus and Non-Competitive Disposition of Office Space in the Little Red School House

A RESOLUTION OF THE CITY OF NEWBERRY, FLORIDA, DECLARING CERTAIN REAL PROPERTY AS SURPLUS AND AUTHORIZING THE NON-COMPETITIVE DISPOSITION OF THAT REAL PROPERTY TO SERVE A PUBLIC PURPOSE; PROVIDING DIRECTIONS 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 2026-56 into the record by title only.

Mayor Marden called for questions from the dais.

Commissioner Farnsworth had questions. Discussion ensued.

Mayor Marden called for questions from the public. There were none.

Motion to approve Resolution 2026-56 made by Commissioner Clark, Seconded by Commissioner Long.

DRAFT

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

MOTION PASSED: 5-0

11. SRF Loan Amendment

A Resolution Of The City Of Newberry, Florida, Relating To The Clean Water State Revolving Fund Loan Program; Making Findings; Authorizing A Loan Application; Authorizing The Loan Agreement; Designating Authorized City Representatives; Establishing Pledged Revenues; Providing For Conflicts, Severability, And An Effective Date.

Mayor Marden introduced the item.

Attorney Shalley read Resolution 2026-55 into the record by title only.

Assistant Manager Lee presented the item orally.

Mayor Marden called for questions from the dais and public. There were none.

Motion to approve Resolution 2026-55 made by Commissioner Long, Seconded by Commissioner Clark.

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

MOTION PASSED: 5-0

12. Approve Resilient Florida Grant Agreement (27SRP13) - Lift Station 10 Resiliency Project

Mayor Marden introduced the item.

Assistant Director Lee presented the item orally.

Mayor Marden called for questions from the dais and public. There were none.

Motion to approve the Resilient Florida Grant Agreement (27SRP13) made by Commissioner Mazon, Seconded by Commissioner Long.

DRAFT

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 Shalley 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.

Mayor
Mayor Marden made comments.

MEETING ADJOURNMENT
The meeting was adjourned at 8:17PM.

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

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

DRAFT

File Attachments for Item:

6. Payment Registers

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
2358	**NOD**	**A**	**ULTIMATE BOAT & RV STORAGE**	**3457**	**1**	**1,800.00**	**0.00**	**1,800.00**	**10/01/2026**		**46281**
			SHERIFF SUBSTN BLDG LEASE 4 MO	100126		1,800.00	0.00	1,800.00			
181	**EFT**	**A**	**SALTER FEIBER, P.A.**	**2735**	**1**	**71,214.25**	**0.00**	**71,214.25**	**10/01/2026**	**HP**	**46377**
			MAGNOLIA MANAGEMENT SERVICES-C	100126		71,214.25	0.00	71,214.25			
183	**EFT**	**A**	**FLORIDA DIVISION OF RETIREMENT**	**3497**	**22**	**154,011.14**	**0.00**	**154,011.14**	**10/02/2026**	**HP**	**46338**
			3% FRS-EMP:2123:214:09/06/26	2123:58		10,363.27	0.00	10,363.27			
			FRS PENSIO:2123:780:09/06/26	2123:62		28,348.33	0.00	28,348.33			
			FRS INVEST:2123:781:09/06/26	2123:63		8,879.03	0.00	8,879.03			
			FRS PENSIO:2123:782:09/06/26	2123:64		13,596.57	0.00	13,596.57			
			FRS INVEST:2123:783:09/06/26	2123:65		1,914.41	0.00	1,914.41			
			FRS PENSIO:2123:784:09/06/26	2123:66		7,656.12	0.00	7,656.12			
			PM SEN MGT:2123:785:09/06/26	2123:67		1,449.00	0.00	1,449.00			
			DROP FRS:2123:789:09/06/26	2123:68		3,037.96	0.00	3,037.96			
			UA REG:2123:790:09/06/26	2123:69		290.13	0.00	290.13			
			UB S RISK:2123:791:09/06/26	2123:70		84.89	0.00	84.89			
			CA REGULAR:2123:793:09/06/26	2123:71		337.03	0.00	337.03			
			3% FRS-EMP:2127:214:09/20/26	2127:86		10,517.98	0.00	10,517.98			
			FRS PENSIO:2127:780:09/20/26	2127:90		28,240.16	0.00	28,240.16			
			FRS INVEST:2127:781:09/20/26	2127:91		9,182.87	0.00	9,182.87			
			FRS PENSIO:2127:782:09/20/26	2127:92		15,043.17	0.00	15,043.17			
			FRS INVEST:2127:783:09/20/26	2127:93		1,871.72	0.00	1,871.72			
			FRS PENSIO:2127:784:09/20/26	2127:94		7,656.12	0.00	7,656.12			
			PM SEN MGT:2127:785:09/20/26	2127:95		1,449.00	0.00	1,449.00			
			DROP FRS:2127:789:09/20/26	2127:96		3,038.67	0.00	3,038.67			
			UA REG:2127:790:09/20/26	2127:97		290.13	0.00	290.13			
			CA REGULAR:2127:793:09/20/26	2127:98		337.03	0.00	321.19			
			VARIANCE - K. FARR	351279		443.39	0.00	443.39			
182	**EFT**	**A**	**GIS BENEFITS**	**3209**	**80**	**14,934.82**	**0.00**	**14,934.82**	**10/05/2026**	**HP**	**46337**
			ACC E-S:2123:436:09/06/26	2123:100		8.30	0.00	8.30			
			ACC EF:2123:438:09/06/26	2123:101		11.73	0.00	11.73			
			ACC-HI EE:2123:439:09/06/26	2123:102		82.30	0.00	82.30			
			HI-ACC E/C:2123:441:09/06/26	2123:103		37.40	0.00	37.40			
			ACC-HI FAM:2123:442:09/06/26	2123:104		68.61	0.00	68.61			
			HSPTL - EE:2123:443:09/06/26	2123:105		47.25	0.00	47.25			
			HSPTL EECH:2123:444:09/06/26	2123:106		24.93	0.00	24.93			
			CRITICAL E:2123:445:09/06/26	2123:107		103.75	0.00	103.75			
			CRIT ES:2123:446:09/06/26	2123:108		43.74	0.00	43.74			
			CRIT EC:2123:447:09/06/26	2123:109		22.20	0.00	22.20			
			CRIT E-FAM:2123:448:09/06/26	2123:110		72.50	0.00	72.50			
			STD:2123:449:09/06/26	2123:111		407.57	0.00	407.57			
			HSPTL ES:2123:450:09/06/26	2123:112		32.44	0.00	32.44			
			HSPTL EF:2123:451:09/06/26	2123:113		41.63	0.00	41.63			
			METLIFE ES:2123:456:09/06/26	2123:114		78.44	0.00	78.44			
			METLIFE EC:2123:457:09/06/26	2123:115		18.35	0.00	18.35			
			METLIFE EF:2123:458:09/06/26	2123:116		39.70	0.00	39.70			
			ES VISION:2123:459:09/06/26	2123:117		14.92	0.00	14.92			
			VISION EC:2123:460:09/06/26	2123:118		2.59	0.00	2.59			
			VISION EF:2123:461:09/06/26	2123:119		6.68	0.00	6.68			
			ACCIDENT L:2123:463:09/06/26	2123:120		25.35	0.00	25.35			
			ACC E-S:2123:464:09/06/26	2123:121		19.92	0.00	19.92			
			HSPTL - EE:2123:471:09/06/26	2123:122		37.78	0.00	37.78			
			CRITICAL E:2123:475:09/06/26	2123:123		13.68	0.00	13.68			
			CRIT E-FAM:2123:478:09/06/26	2123:124		34.20	0.00	34.20			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			MET LEGAL:2123:453:09/06/26	2123:127		65.28	0.00	65.28			
			MET ID EE:2123:454:09/06/26	2123:128		23.01	0.00	23.01			
			MET ID FAM:2123:455:09/06/26	2123:129		20.96	0.00	20.96			
			MET LEGAL:2123:479:09/06/26	2123:131		13.05	0.00	13.05			
			METLIFE ES:2123:425:09/06/26	2123:90		261.44	0.00	261.44			
			METLIFE EC:2123:426:09/06/26	2123:91		122.32	0.00	122.32			
			METLIFE EF:2123:427:09/06/26	2123:92		231.56	0.00	231.56			
			ES VISION:2123:428:09/06/26	2123:93		40.43	0.00	40.43			
			VISION EC:2123:429:09/06/26	2123:94		10.80	0.00	10.80			
			VISION EF:2123:430:09/06/26	2123:95		38.99	0.00	38.99			
			V-LIFE EMP:2123:431:09/06/26	2123:96		769.54	0.00	769.54			
			V-LIFE ES:2123:432:09/06/26	2123:97		67.05	0.00	67.05			
			V-LIFE EC:2123:433:09/06/26	2123:98		34.74	0.00	34.74			
			ACCIDENT L:2123:435:09/06/26	2123:99		42.30	0.00	42.30			
			METLIFE ES:2127:425:09/20/26	2127:117		261.44	0.00	261.44			
			METLIFE EC:2127:426:09/20/26	2127:118		122.32	0.00	122.32			
			METLIFE EF:2127:427:09/20/26	2127:119		231.56	0.00	231.56			
			V-LIFE EMP:2127:431:09/20/26	2127:123		769.27	0.00	769.27			
			V-LIFE ES:2127:432:09/20/26	2127:124		67.04	0.00	67.04			
			V-LIFE EC:2127:433:09/20/26	2127:125		34.69	0.00	34.69			
			ACCIDENT L:2127:435:09/20/26	2127:126		42.28	0.00	42.28			
			ACC E-S:2127:436:09/20/26	2127:127		8.30	0.00	8.30			
			ACC EF:2127:438:09/20/26	2127:128		11.73	0.00	11.73			
			ACC-HI EE:2127:439:09/20/26	2127:129		82.30	0.00	82.30			
			HI-ACC E/C:2127:441:09/20/26	2127:130		37.39	0.00	37.39			
			ACC-HI FAM:2127:442:09/20/26	2127:131		68.61	0.00	68.61			
			HSPTL - EE:2127:443:09/20/26	2127:132		47.23	0.00	47.23			
			HSPTL EECH:2127:444:09/20/26	2127:133		24.93	0.00	24.93			
			CRITICAL E:2127:445:09/20/26	2127:134		103.75	0.00	103.75			
			CRIT ES:2127:446:09/20/26	2127:135		43.74	0.00	43.74			
			CRIT EC:2127:447:09/20/26	2127:136		22.20	0.00	22.20			
			CRIT E-FAM:2127:448:09/20/26	2127:137		72.50	0.00	72.50			
			STD:2127:449:09/20/26	2127:138		489.56	0.00	489.56			
			HSPTL ES:2127:450:09/20/26	2127:139		32.44	0.00	32.44			
			HSPTL EF:2127:451:09/20/26	2127:140		41.62	0.00	41.62			
			METLIFE ES:2127:456:09/20/26	2127:141		78.44	0.00	78.44			
			METLIFE EC:2127:457:09/20/26	2127:142		18.35	0.00	18.35			
			METLIFE EF:2127:458:09/20/26	2127:143		39.70	0.00	39.70			
			ES VISION:2127:459:09/20/26	2127:144		14.92	0.00	14.92			
			VISION EC:2127:460:09/20/26	2127:145		2.59	0.00	2.59			
			VISION EF:2127:461:09/20/26	2127:146		6.68	0.00	6.68			
			ACCIDENT L:2127:463:09/20/26	2127:147		25.35	0.00	25.35			
			ACC E-S:2127:464:09/20/26	2127:148		19.92	0.00	19.92			
			HSPTL - EE:2127:471:09/20/26	2127:149		37.78	0.00	37.78			
			CRITICAL E:2127:475:09/20/26	2127:150		13.68	0.00	13.68			
			CRIT E-FAM:2127:478:09/20/26	2127:151		34.20	0.00	34.20			
			DENTAL INS:2127:731:09/20/26	2127:157		2,466.56	0.00	2,466.56			
			VISION:2127:732:09/20/26	2127:158		719.20	0.00	719.20			
			LIFE INSUR:2127:733:09/20/26	2127:159		1,218.96	0.00	1,218.96			
			LIFE INSUR:2127:734:09/20/26	2127:160		135.45	0.00	135.45			
			LTD:2127:735:09/20/26	2127:161		3,508.09	0.00	3,508.09			
			DENTAL INS:2127:746:09/20/26	2127:167		571.52	0.00	571.52			
			DENTAL INS:2127:747:09/20/26	2127:168		240.64	0.00	240.64			
			DENTAL INS:2127:748:09/20/26	2127:169		240.64	0.00	91.83			
			INSURANCE PREMIUM	26226AG20261001		38.63	0.00	38.63			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
520	**CHK**	**A**	**AXON ENTERPRISE, INC.**	**3599**	**1**	**3,874.80**	**0.00**	**3,874.80**	**10/06/2026**		**46300**
			AXON BODYCAMERA SYSTEM&SOFTW	INUS476892		3,874.80	0.00	3,874.80			
521	**CHK**	**A**	**ELEVATOR TELEPHONE SERVICE**	**996**	**1**	**210.00**	**0.00**	**210.00**	**10/06/2026**		**46300**
			QTRLY MONITORING/LRSH PHONE -	119050		210.00	0.00	210.00			
522	**CHK**	**A**	**FLORIDA PEST CONTROL & CHEMICA**	**2814**	**2**	**305.08**	**0.00**	**305.08**	**10/06/2026**		**46300**
			MONTHLY CITYWIDE PEST CONTROL	750459CA		104.08	0.00	104.08			
			TERMITE, ANT, AND WASP CONTROL	750459CB		201.00	0.00	201.00			
523	**CHK**	**A**	**KONICA MINOLTA BUSINESS SOLUTI**	**2145**	**4**	**93.35**	**0.00**	**93.35**	**10/06/2026**		**46300**
			CITYYARD TRAILER COPIER SEPT	510535003		93.35	0.00	28.01			
			CITYYARD TRAILER COPIER SEPT	510535003		93.35	0.00	14.00			
			CITYYARD TRAILER COPIER SEPT	510535003		93.35	0.00	28.00			
			CITYYARD TRAILER COPIER SEPT	510535003		93.35	0.00	23.34			
524	**CHK**	**A**	**PATIE TRIPLETT**	**2016**	**1**	**600.00**	**0.00**	**600.00**	**10/06/2026**		**46300**
			ALCOHOL DEPOSIT REFUND FEE TO	0058181		600.00	0.00	600.00			
525	**CHK**	**A**	**NICHOLE WILCOX**	**2016**	**1**	**250.00**	**0.00**	**250.00**	**10/06/2026**		**46300**
			RENTAL DEPOSIT REFUND TO NICHO	0062069		250.00	0.00	250.00			
526	**CHK**	**A**	**ROD CLARK**	**2016**	**1**	**151.78**	**0.00**	**151.78**	**10/06/2026**		**46300**
			PARKING REIMBURSEMENT	09082026		151.78	0.00	151.78			
527	**CHK**	**A**	**LAMETREAL SCOTT**	**2016**	**1**	**345.00**	**0.00**	**345.00**	**10/06/2026**		**46300**
			SITE PURCHASE OVERPAYMENT REFU	09232026		345.00	0.00	345.00			
528	**CHK**	**A**	**PLACER LABS INC**	**3604**	**1**	**7,776.00**	**0.00**	**7,776.00**	**10/06/2026**		**46300**
			PLACER.AI PLATFORM ACCESS SUBS	INUS11486		12,960.00	0.00	7,776.00			
529	**CHK**	**A**	**RECDESK LLC**	**2990**	**2**	**150.00**	**0.00**	**150.00**	**10/06/2026**		**46300**
			RECDESK POS TAP HARDWARE LEASE	RD-003856		150.00	0.00	100.00			
			RECDESK POS TAP HARDWARE LEASE	RD-003856		150.00	0.00	50.00			
530	**CHK**	**A**	**SUNBELT RENTALS INC**	**3417**	**1**	**846.99**	**0.00**	**846.99**	**10/06/2026**		**46300**
			30' ART ELEC MANLIFT RENTAL	188313734-0001		846.99	0.00	846.99			
531	**CHK**	**A**	**WINDOWS & DOORS STORE**	**3681**	**1**	**3,928.00**	**0.00**	**3,928.00**	**10/06/2026**		**46300**
			DOOR FOR ANNEX BUILDING	694B		3,928.00	0.00	3,928.00			
2359	**NOD**	**A**	**FL MUNICIPAL ELECTRIC ASSOC IN**	**205**	**1**	**9,406.00**	**0.00**	**9,406.00**	**10/06/2026**		**46300**
			FMEA REGULAR DUES OCTOBER 20	9034		9,406.00	0.00	9,406.00			
2360	**NOD**	**A**	**FMPA ST LUCIE**	**206**	**1**	**5,351.32**	**0.00**	**5,351.32**	**10/06/2026**		**46300**
			SEPTEMBER 2026 POWER COST	043195		5,351.32	0.00	5,351.32			
2361	**NOD**	**A**	**LEWIS OIL CO INC.**	**1229**	**3**	**5,323.04**	**0.00**	**5,323.04**	**10/06/2026**		**46300**
			ADDITIVES DIESEL AND GASOLINE	1011492		1,147.33	0.00	1,147.33			
			ADDITIVES DIESEL AND GASOLINE	1011578		2,999.82	0.00	2,999.82			
			ADDITIVES DIESEL AND GASOLINE	1011579		1,175.89	0.00	1,175.89			
2362	**NOD**	**A**	**ALACHUA COUNTY BOCC**	**1990**	**1**	**96,077.67**	**0.00**	**96,077.67**	**10/06/2026**		**46300**
			FY 27 ANNAUL LAW ENFRCMNT SVS	100126		96,077.67	0.00	96,077.67			
2363	**NOD**	**A**	**SUNSHINE STATE ONE CALL FL INC**	**2290**	**2**	**61.36**	**0.00**	**61.36**	**10/06/2026**		**46300**

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			SEPTEMBER 2026 MONTHLY BILL	PS-INV1065674		61.36	0.00	20.25			
			SEPTEMBER 2026 MONTHLY BILL	PS-INV1065674		61.36	0.00	41.11			
2364	**NOD**	**A**	**ODYSSEY MANUFACTURING COMPANY**	**2540**	**2**	**370.50**	**0.00**	**370.50**	**10/06/2026**		**46300**
			BULK SODIUM HYPOCHLORITE	132133		156.00	0.00	156.00			
			BULK SODIUM HYPOCHLORITE	132134		214.50	0.00	214.50			
2365	**NOD**	**A**	**CHRIS TORRENCE ELECTRIC AND UT**	**3111**	**1**	**2,300.00**	**0.00**	**2,300.00**	**10/06/2026**		**46300**
			BORE ACROSS CR 235 INSTALL CDT	2724		2,300.00	0.00	2,300.00			
2366	**NOD**	**A**	**ADVANCED ENVIRONMENTAL LABORAT**	**3208**	**2**	**948.80**	**0.00**	**948.80**	**10/06/2026**		**46300**
			WATER LAB TESTING - COLIFORM	939973		40.00	0.00	40.00			
			WW WEEKLY SAMPLE TESTING	939974		908.80	0.00	908.80			
2367	**NOD**	**A**	**WEPROJECT, INC.**	**3217**	**1**	**2,400.00**	**0.00**	**2,400.00**	**10/06/2026**		**46300**
			ON-GOING AMI SYSTEMS SUPPORT	60-178		2,400.00	0.00	2,400.00			
2368	**NOD**	**A**	**ALL AMERICAN SPORTS CORP**	**3324**	**1**	**3,222.00**	**0.00**	**3,222.00**	**10/06/2026**		**46300**
			FOOTBALL HELMETS FOR FOOTBALL	952652523		3,222.00	0.00	3,222.00			
2369	**NOD**	**A**	**MEL'S BLING-N-THINGS**	**3399**	**1**	**240.00**	**0.00**	**240.00**	**10/06/2026**		**46300**
			FALL 2026 CHEER UNIFORM GLITTR	093026_NBRYCHEERF26		240.00	0.00	240.00			
2370	**NOD**	**A**	**CLUBHOUSE APPAREL LLC**	**3451**	**1**	**1,625.00**	**0.00**	**1,625.00**	**10/06/2026**		**46300**
			FALL 2026 BASEBALL HATS	4767		1,625.00	0.00	1,625.00			
2371	**NOD**	**A**	**PABST PERSONAL CARE, PLLC**	**3598**	**2**	**200.00**	**0.00**	**200.00**	**10/06/2026**		**46300**
			PRE-EMPLOYMENT PHYSICAL EXAM	65		100.00	0.00	100.00			
			PRE-EMPLOYMENT PHYSICAL EXAM	66		100.00	0.00	100.00			
2372	**NOD**	**A**	**CHENEY BROS., INC.**	**3665**	**1**	**4,085.14**	**0.00**	**4,085.14**	**10/06/2026**		**46300**
			CONCESSION SUPPLIES FOR CHAMPI	05-9100599703		4,085.14	0.00	4,085.14			
2373	**NOD**	**A**	**LF STAFFING SERVICES INC. DBA**	**3689**	**2**	**1,469.76**	**0.00**	**1,469.76**	**10/06/2026**		**46300**
			TEMP RECEPTIONIST WORKER- 40 H	37-104-1808		834.00	0.00	834.00			
			TEMP GROUNDS KEEPER (ADDL HRS)	37-104-1809		635.76	0.00	635.76			
2374	**NOD**	**A**	**EDDIE A SANTIAGO ROMAN**	**3696**	**1**	**3,941.88**	**0.00**	**3,941.88**	**10/06/2026**		**46300**
			EASTON NEWBERRY SPORTS COMPLEX	INV-2026-0929-184		3,941.88	0.00	3,941.88			
170	**EFT**	**A**	**AT&T**	**181**	**2**	**580.23**	**0.00**	**580.23**	**10/06/2026**	**HP**	**46299**
			AT&T INTERNET - SEPT 2026	092526		580.23	0.00	390.21			
			AT&T INTERNET - SEPT 2026	092526		580.23	0.00	190.02			
171	**EFT**	**A**	**CENTRAL FL ELECTRIC CO-OP INC**	**2312**	**1**	**34.35**	**0.00**	**34.35**	**10/06/2026**	**HP**	**46299**
			FIRE TRAINING HOUSE AUG 2026	10004138		34.35	0.00	34.35			
541	**CHK**	**A**	**AUDACY OPERATIONS INC**	**3720**	**1**	**1,000.00**	**0.00**	**1,000.00**	**10/13/2026**		**46345**
			INDEPENDENCE HALL SEPT ADS	3415687-1		1,000.00	0.00	1,000.00			
542	**CHK**	**A**	**CAL-TECH TESTING INC**	**2237**	**1**	**4,155.25**	**0.00**	**4,155.25**	**10/13/2026**		**46345**
			PRELIMINARY TESTING AT WWTP	62715		4,155.25	0.00	4,155.25			
543	**CHK**	**A**	**CHRISTOPHER SWILLEY**	**3747**	**1**	**3,300.00**	**0.00**	**3,300.00**	**10/13/2026**		**46345**
			FALL 2026 UMPIRE FEES	10326		3,300.00	0.00	3,300.00			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
544	**CHK**	**A**	**DEPT ENVIRONMENTAL PROTECTION**	**616**	**1**	**100.00**	**0.00**	**100.00**	**10/13/2026**		**46345**
			TREVOR SPENCER - CLASS A WASTE	20261012		100.00	0.00	100.00			
545	**CHK**	**A**	**GATOR FIRE EQUIPMENT**	**3347**	**1**	**650.00**	**0.00**	**650.00**	**10/13/2026**		**46345**
			NEW 15# CO2 EXTINGUISHER	1060049		650.00	0.00	650.00			
546	**CHK**	**A**	**HARTMAN CONSULTANT, LLC**	**3682**	**1**	**3,000.00**	**0.00**	**3,000.00**	**10/13/2026**		**46345**
			APPRAISAL OF AREA #1 (116 CUST	6		3,000.00	0.00	3,000.00			
547	**CHK**	**A**	**HERITAGE LANDSCAPE SUPPLY GROU**	**3674**	**2**	**202.49**	**0.00**	**202.49**	**10/13/2026**		**46345**
			SUPPLIES FOR QUAD 3 AND 4	0029835618-001		247.49	0.00	247.49			
			SUPPLIES FOR QUAD 3 AND 4	0029852803-001		45.00-	0.00	45.00-			
548	**CHK**	**A**	**KONICA MINOLTA BUSINESS SOLUTI**	**2145**	**2**	**297.69**	**0.00**	**297.69**	**10/13/2026**		**46345**
			CITY HALL 2ND FLOOR COPIER SEP	510327954		297.69	0.00	258.99			
			CITY HALL 2ND FLOOR COPIER SEP	510327954		297.69	0.00	38.70			
549	**CHK**	**A**	**CHARLIE HOLTON**	**2016**	**1**	**300.00**	**0.00**	**300.00**	**10/13/2026**		**46345**
			RENTAL DEPOSIT REFUND TO CHARL	0053921		300.00	0.00	300.00			
550	**CHK**	**A**	**AMBER LIVINGSTON**	**2016**	**1**	**600.00**	**0.00**	**600.00**	**10/13/2026**		**46345**
			RENTAL DEPOSIT REFUND TO AMBER	0054606		600.00	0.00	600.00			
551	**CHK**	**A**	**STEPHANIE LARKIN**	**2016**	**1**	**250.00**	**0.00**	**250.00**	**10/13/2026**		**46345**
			RENTAL DEPOSIT REFUND TO STEPH	0081896		250.00	0.00	250.00			
552	**CHK**	**A**	**ALICE RESHARD**	**2016**	**1**	**900.00**	**0.00**	**900.00**	**10/13/2026**		**46345**
			RENTAL DEPOSIT REFUND TO ALICE	0081979		900.00	0.00	900.00			
553	**CHK**	**A**	**TYLER HUGGINS**	**2016**	**1**	**150.00**	**0.00**	**150.00**	**10/13/2026**		**46345**
			FY 26/27 BOOT REIMBURSEMENT TY	10012026		150.00	0.00	150.00			
554	**CHK**	**A**	**TODD CREWS**	**2016**	**1**	**96.00**	**0.00**	**96.00**	**10/13/2026**		**46345**
			FY 26/27 BOOT REIMBURSEMENT TO	10012026A		96.00	0.00	96.00			
555	**CHK**	**A**	**DONNA PONS**	**2016**	**1**	**124.60**	**0.00**	**124.60**	**10/13/2026**		**46345**
			FSCPM LEADERSHIP SYMPOSIUM - M	10022026		124.60	0.00	124.60			
556	**CHK**	**A**	**OSMOSE UTILITIES SERVICES, INC**	**2558**	**1**	**6,482.27**	**0.00**	**6,482.27**	**10/13/2026**		**46345**
			UTILITY POLE INSP & TREATMENT	INV1591766		6,482.27	0.00	6,482.27			
557	**CHK**	**A**	**SALTER FEIBER, P.A.**	**2735**	**1**	**550.00**	**0.00**	**550.00**	**10/13/2026**		**46345**
			LIFT STATION 31 (02532-100-000	26-0771.3AB		550.00	0.00	550.00			
558	**CHK**	**A**	**WALMART INC.**	**3749**	**5**	**158.61**	**0.00**	**158.61**	**10/13/2026**		**46345**
			BAYS ORIGINAL ENGLISH MUFFINS	3A4DA973		60.83	0.00	60.83			
			BAYS ORIGINAL ENGLISH MUFFINS	49BB6F88		22.43-	0.00	22.43-			
			BAYS ORIGINAL ENGLISH MUFFINS	66BF3E2E		22.43	0.00	22.43			
			BAYS ORIGINAL ENGLISH MUFFINS	C73B6FD4		53.80	0.00	53.80			
			BAYS ORIGINAL ENGLISH MUFFINS	EB1AE507		43.98	0.00	43.98			
2547	**NOD**	**A**	**AQUA PURE WATER & SEWAGE SERVI**	**792**	**1**	**175.00**	**0.00**	**175.00**	**10/13/2026**		**46345**
			LABORATORY SVS FOR WATER DEPT	88577		175.00	0.00	175.00			
2548	**NOD**	**A**	**LEWIS OIL CO INC.**	**1229**	**2**	**5,110.75**	**0.00**	**5,110.75**	**10/13/2026**		**46345**
			ADDITIVES DIESEL AND GASOLINE	1011699		3,954.63	0.00	3,954.63			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			ADDITIVES DIESEL AND GASOLINE	1011700		1,156.12	0.00	1,156.12			
2549	**NOD**	**A**	**GEORGE F YOUNG, INC**	**2163**	**1**	**650.00**	**0.00**	**650.00**	**10/13/2026**		**46345**
			STAKE THE 4 CORNERS OF THE ALL	142626		650.00	0.00	650.00			
2550	**NOD**	**A**	**NABORS, GIBLIN & NICKERSON, P.**	**2510**	**1**	**25,000.00**	**0.00**	**25,000.00**	**10/13/2026**		**46345**
			DEBT ISSUANCE COST- CAPITAL IM	TLH26-191		25,000.00	0.00	25,000.00			
2551	**NOD**	**A**	**WOODARD & CURRAN INC**	**2562**	**1**	**12,813.00**	**0.00**	**12,813.00**	**10/13/2026**		**46345**
			CONSTRUCTION ADMIN SVS WWTP	ARIV000965		12,813.00	0.00	12,813.00			
2552	**NOD**	**A**	**PEPSI BEVERAGES COMPANY**	**2937**	**1**	**1,523.60**	**0.00**	**1,523.60**	**10/13/2026**		**46345**
			PEPSI CO CONCESSION SUPS ENSC	43257308		1,523.60	0.00	1,523.60			
2553	**NOD**	**A**	**WESCO TURF,INC**	**2938**	**1**	**1,301.42**	**0.00**	**1,301.42**	**10/13/2026**		**46345**
			SCARIFIER TEETH FIELD SCRATCH	41383209		1,301.42	0.00	1,301.42			
2554	**NOD**	**A**	**RJ YOUNG COMPANY LLC**	**3196**	**1**	**18,455.88**	**0.00**	**18,455.88**	**10/13/2026**		**46345**
			FY27 DOCUWARE RENEWAL	778019		18,455.88	0.00	18,455.88			
2555	**NOD**	**A**	**GBM GLOBAL SOLUTIONS, LLC**	**3249**	**1**	**6,500.00**	**0.00**	**6,500.00**	**10/13/2026**		**46345**
			FY27 ECONOMIC DEVELOPMENT SERV	O62		6,500.00	0.00	6,500.00			
2556	**NOD**	**A**	**GRAY ROBINSON, P.A.**	**3303**	**1**	**3,500.00**	**0.00**	**3,500.00**	**10/13/2026**		**46345**
			PROF CNSLTN LEGISLATIVE SESS	11392162		3,500.00	0.00	3,500.00			
2557	**NOD**	**A**	**J HARLEN COMPANY INC**	**3331**	**1**	**113.50**	**0.00**	**113.50**	**10/13/2026**		**46345**
			RIGGING STRAPS AND MISC TOOLS	1837916		113.50	0.00	113.50			
2558	**NOD**	**A**	**MEL'S BLING-N-THINGS**	**3399**	**3**	**10,149.00**	**0.00**	**10,149.00**	**10/13/2026**		**46345**
			YOUTH BASEBALL UNIFORMS	091226_NWBRYBBALLF26		2,621.00	0.00	2,621.00			
			YOUTH SOFTBALL UNIFORMS	091326_NWBRYSBALLF26		3,211.00	0.00	3,211.00			
			FALL 2026 SOCCER UNIFORMS	091426_NBRYSOCCERF26		4,317.00	0.00	4,317.00			
2559	**NOD**	**A**	**SCORPIO**	**3418**	**1**	**115,526.43**	**0.00**	**115,526.43**	**10/13/2026**		**46345**
			CITY HALL CONSTRUCTION	26		121,606.77	0.00	115,526.43			
2560	**NOD**	**A**	**DIGITAL ASSURANCE CERTIFICATIO**	**3466**	**1**	**2,500.00**	**0.00**	**2,500.00**	**10/13/2026**		**46345**
			INITIAL SET-UP FEE - NEW ISSUE	83455		2,500.00	0.00	2,500.00			
2561	**NOD**	**A**	**BAKER WATER LLC**	**3491**	**1**	**1,233,878.81**	**0.00**	**1,233,878.81**	**10/13/2026**		**46345**
			WWTP CONSTRUCTION	3		1,298,819.80	0.00	1,233,878.81			
2562	**NOD**	**A**	**ASTROTURF CORPORATION**	**3582**	**1**	**2,950.00**	**0.00**	**2,950.00**	**10/13/2026**		**46345**
			TURF FOR REPAIRS AT CHAMPIONS	S-INV112488		2,950.00	0.00	2,950.00			
2563	**NOD**	**A**	**LF STAFFING SERVICES INC. DBA**	**3689**	**1**	**278.00**	**0.00**	**278.00**	**10/13/2026**		**46345**
			TEMP RECEPTIONIST WORKER	37-104-1815		278.00	0.00	278.00			
2564	**NOD**	**A**	**ANSWERNET, INC.**	**3730**	**2**	**1,892.19**	**0.00**	**1,892.19**	**10/13/2026**		**46345**
			FY 26 JUNE-SEPTEMBER ANSWERNET	135-2935		1,867.37	0.00	1,867.37			
			FY 26 JUNE-SEPTEMBER ANSWERNET	135-3147		24.82	0.00	24.82			
2565	**NOD**	**A**	**AFFORDABLE FLOORING INSTALLATI**	**3733**	**1**	**400.00**	**0.00**	**400.00**	**10/13/2026**		**46345**
			JOB TRAILER CARPETING @YARD	2		400.00	0.00	400.00			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
2566	**NOD**	**A**	**ARTHUR J. GALLAGHER & CO.**	**3753**	**1**	**20,205.00**	**0.00**	**20,205.00**	**10/13/2026**		**46345**
			POLLUTION LIABILITY POLICY- EF	6372391		20,205.00	0.00	20,205.00			
2567	**NOD**	**A**	**CRYSTAL RIVER CDL ELDT**	**3757**	**1**	**4,400.00**	**0.00**	**4,400.00**	**10/13/2026**		**46345**
			CDL CLASS B TRAINING	01222		4,400.00	0.00	4,400.00			
176	**EFT**	**A**	**CLAY ELECTRIC COOPERATIVE, INC**	**969**	**6**	**647.19**	**0.00**	**647.19**	**10/13/2026**	**HP**	**46344**
			LIFT STATION UTILITY 09/26	100626A		113.89	0.00	113.89			
			NEWBERRY OAKS ST LIGHTS 09/26	100626B		222.66	0.00	222.66			
			20198 W NEWBERRY RD SIGN 09/26	100626C		42.17	0.00	42.17			
			HIGHLAND PARK LS UTILITY 09/26	100626D		115.00	0.00	115.00			
			TANGLEWOOD LS UTILITY 09/26	100626E		111.36	0.00	111.36			
			HARVEST SINGULARITY LS 09/26	100626F		42.11	0.00	42.11			
177	**EFT**	**A**	**COX COMMUNICATIONS INC**	**1638**	**2**	**667.83**	**0.00**	**667.83**	**10/13/2026**	**HP**	**46344**
			FREDDIE WARMACK INTERNET - OCT	092926		119.99	0.00	119.99			
			ENSC PHONE/INTERNET - OCT 2026	100126		547.84	0.00	547.84			
178	**EFT**	**A**	**CENTRAL FL ELECTRIC CO-OP INC**	**2312**	**1**	**11.65**	**0.00**	**11.65**	**10/13/2026**	**HP**	**46344**
			LIGHT ONLY ACCOUNT OCT 2026	10042348		11.65	0.00	11.65			
577	**CHK**	**A**	**PURCHASING CARD**	**1241**	**243**	**37,249.10**	**0.00**	**37,249.10**	**10/15/2026**		**46391**
			AMAZON - Fly Fans for Food	TXN00017975		48.58	0.00	48.58			
			ULINE SHIP SUPPLIES - TSHIRT	TXN00017976		113.27	0.00	113.27			
			*****PO# 26996***** LUNCH BUFF	TXN00017977		18.08	0.00	18.08			
			ASAP - PACE Certification	TXN00017978		675.00	0.00	675.00			
			CERTIFIED & RETURN RECEIPT MAI	TXN00017979		9.28	0.00	9.28			
			OFFICE SUPPLIES FOR THE PARKS	TXN00017980		244.76	0.00	244.76			
			SOIL SAMPLING UF	TXN00017981		30.86	0.00	30.86			
			*****PO # 26947***** DINNER BU	TXN00017982		20.49	0.00	20.49			
			CHAMPIONS PARK DEGREASER FOR C	TXN00017983		19.59	0.00	19.59			
			*****PO# 26996***** DINNER FOR	TXN00017984		15.63	0.00	15.63			
			OVERNIGHT SHIPPING FOR CHEER S	TXN00017985		65.31	0.00	65.31			
			AMAZON MKTPL 5Q18M2IT1 - TV FO	TXN00017987		159.99	0.00	159.99			
			CHEER UNIFORM SIZING KIT (REFU	TXN00017989		200.00	0.00	200.00			
			THE HOME DEPOT #0270 - Credit	TXN00017990		569.00-	0.00	569.00-			
			PY TOWN CENTER STORAGE - Reco	TXN00017991		168.64	0.00	168.64			
			*****PO# 26947***** DINNER FOR	TXN00017992		16.23	0.00	16.23			
			2026 CGFO RENEWAL FEE	TXN00017993		40.00	0.00	40.00			
			*****PO# 26996***** DINNER BUF	TXN00017994		20.49	0.00	20.49			
			BLUEBEAM INC. - SOFTWARE SUBSC	TXN00017995		440.00	0.00	440.00			
			BLADES FOR FINISH MOWER	TXN00017997		254.49	0.00	254.49			
			THE HOME DEPOT DEWALT BLOWER	TXN00017998		439.00	0.00	439.00			
			NEWBERRY ACE HDWE - Purchase m	TXN00017999		37.34	0.00	37.34			
			NEWBERRY ACE HDWE - Purchase b	TXN00018000		14.89	0.00	14.89			
			PB Online Postage - STAMP REFI	TXN00018001		257.50	0.00	257.50			
			*****PO# 26947***** LUNCH BUFF	TXN00018002		13.69	0.00	13.69			
			AMAZON MKTPL CYAN TONER	TXN00018003		140.60	0.00	140.60			
			AMAZON MKTPL TONER AND PAPER	TXN00018004		139.19	0.00	139.19			
			*****PO# 26996***** LUNCH FOR	TXN00018005		26.30	0.00	26.30			
			AMERICAN PUBLIC POWER - RP3 AP	TXN00018006		600.00	0.00	600.00			
			PUBLIX PURCHASE OF WATER & WIP	TXN00018007		17.03	0.00	17.03			
			USPS PO 1163450892 - MAIL OUT	TXN00018008		35.90	0.00	35.90			
			CHAMPIONS PARK AA BATTERIES FO	TXN00018009		16.39	0.00	16.39			
			THE UPS STORE 3841 - SHIPPING	TXN00018010		17.72	0.00	17.72			
			*****PO# 26996***** LUNCH BUFF	TXN00018011		13.69	0.00	13.69			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			AMAZON MKTPL 538Y65TN1 - MATTR	TXN00018012		948.85	0.00	948.85			
			CENTRAL FLORIDA ELECT - SERVIC	TXN00018013		332.50	0.00	332.50			
			CHAMPIONS PARK CLASS FOR HERBI	TXN00018014		153.75	0.00	153.75			
			AMAZON- SUPPLIES- F&A	TXN00018015		104.02	0.00	104.02			
			FLORIDA GOVERNMENT FIN - FGFOA	TXN00018016		160.00	0.00	160.00			
			PREMAX LLC - NAILS FOR POLE TA	TXN00018017		66.47	0.00	66.47			
			CHAMPIONS PARK ICE MACHINE REP	TXN00018018		150.00	0.00	150.00			
			CHARLES BERG ENTERPRISES - MON	TXN00018019		210.00	0.00	210.00			
			*****PO# 26996***** HOTEL STAY	TXN00018020		398.86	0.00	398.86			
			DROPBOX FAX MONTHLY- HR	TXN00018021		19.99	0.00	19.99			
			CHATGPT SUBSCR	TXN00018022		20.00	0.00	20.00			
			AMAZON MKTPL TONER AND PAPER	TXN00018023		389.57	0.00	389.57			
			*****PO# 26947***** HOTEL STAY	TXN00018024		645.00	0.00	645.00			
			ONLINE COLLECTIONS SERVICES	TXN00018025		158.71	0.00	158.71			
			ONLINE COLLECTIONS SERVICES	TXN00018026		167.17	0.00	167.17			
			CANVA TEAM SUBSCRIPTION	TXN00018027		30.00	0.00	30.00			
			TACTACAM - DEFEND PRO LIVE SUB	TXN00018028		324.00	0.00	324.00			
			AMAZON MKTPL 532ZP2OV0 - KITCH	TXN00018029		287.25	0.00	287.25			
			ONLINE COLLECTIONS SERVICES	TXN00018030		160.54	0.00	160.54			
			CHATGPT SUBSCRIPTION SNYBERG	TXN00018031		20.00	0.00	20.00			
			BATTERIES FOR CONCESSION CAMER	TXN00018032		44.92	0.00	44.92			
			GILCHRIST COUNTY TAX COLL - CD	TXN00018034		7.25	0.00	7.25			
			CITIZENS ACADEMY DRINKS	TXN00018035		13.43	0.00	13.43			
			LOWES - PUBLIC WORKS TRAILER F	TXN00018036		1,244.92	0.00	1,244.92			
			NEWBERRY ACE - ELECTRICAL - RE	TXN00018037		17.65	0.00	17.65			
			AMERISEARCH BACKGROUND- ELECTR	TXN00018038		102.75	0.00	68.50			
			AMERISEARCH BACKGROUND- ELECTR	TXN00018038		102.75	0.00	34.25			
			TRACTOR-SUPPLY-CO #0537 - WEED	TXN00018039		127.47	0.00	127.47			
			NEWBERRY ACE HDWE - BOLTS (M10	TXN00018040		12.82	0.00	12.82			
			NAPA AUTO PARTS NEWBERR - HEX	TXN00018041		62.70	0.00	62.70			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018042		10.82	0.00	10.82			
			EASTERN IRRIGATION SUPPLY - Pu	TXN00018043		23.50	0.00	23.50			
			GNV CITY CENTER LLC-GARAG - Pa	TXN00018044		7.00	0.00	7.00			
			MOLDSOULTIONSOFGAINESV - MLK M	TXN00018045		983.16	0.00	983.16			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018046		10.81	0.00	10.81			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018047		5.00	0.00	5.00			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018048		10.83	0.00	10.83			
			GILCHRIST COUNTY TAX COLL - CD	TXN00018049		7.25	0.00	7.25			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018050		10.83	0.00	10.83			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018051		4.99	0.00	4.99			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018052		4.99	0.00	4.99			
			APPLICANTSTACK ADDITIONAL LICE	TXN00018053		1.12	0.00	1.12			
			AMAZON MKTPL 5L0JQ3011 - MHULL	TXN00018054		136.21	0.00	136.21			
			NEWBERRY ACE HDWE - Purchase p	TXN00018055		50.00	0.00	50.00			
			TEXAS TRAILER SALES - TRAILER	TXN00018056		110.40	0.00	110.40			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018057		5.00	0.00	5.00			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018058		10.82	0.00	10.82			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018059		5.00	0.00	5.00			
			NEWBERRY ACE HDWE - Purchase s	TXN00018060		5.92	0.00	5.92			
			FLORIDA LEAGUE OF CITI - CGFO	TXN00018061		375.00	0.00	375.00			
			POP - A - SHOT ARCADE GAME COV	TXN00018063		55.43	0.00	55.43			
			FIRESAFETY SUNGLASSES FOR KIDS	TXN00018064		256.99	0.00	256.99			
			CONESTOGAS - WATER AND WASTEWA	TXN00018066		388.32	0.00	388.32			
			CHAMPIONS PARK FIELD 15 ELBOWS	TXN00018067		4.77	0.00	4.77			
			BATTERIES, 3-HOLE DESK PUNCH,	TXN00018068		309.32	0.00	309.32			
			AMAZON MKTPL 5347Q6YM0 - SWIFF	TXN00018069		20.00	0.00	20.00			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			HOBBY LOBBY #607 - Parade Supp	TXN00018070		7.88	0.00	7.88			
			CAREER FAIR HANDOUTS - NEWBERR	TXN00018071		71.12	0.00	71.12			
			FLOOR SCRUBBER MACHINE REPAIR	TXN00018072		846.50	0.00	846.50			
			LOWES - CAULK GUN	TXN00018073		16.14	0.00	16.14			
			LOWES - ELECTRICAL - REO BUILD	TXN00018074		533.74	0.00	34.98			
			CLR GALLON FOR THE ENSC	TXN00018075		107.98	0.00	107.98			
			CHAMPIONS PARK PROPANE REFILL	TXN00018076		47.12	0.00	47.12			
			TST TORTILLAS TEX MEX - Purcha	TXN00018077		139.50	0.00	139.50			
			THE UPS STORE 3841 - AMI SHIPP	TXN00018078		42.13	0.00	42.13			
			SHERATON SAND KEY RESO - HOTEL	TXN00018079		244.00	0.00	244.00			
			MLK SENIOR PROM SUPPLIES & DEC	TXN00018080		246.06	0.00	246.06			
			POP - A - SHOT ARCADE BASKETBA	TXN00018081		298.96	0.00	298.96			
			AMAZON MKTPL 5L86V7MN2 - WWTP	TXN00018082		96.74	0.00	96.74			
			AMAZON MKTPL 5L4C33M02 - WWTP	TXN00018083		38.32	0.00	38.32			
			AMAZON - COPY PAPER (1 CASE, C	TXN00018084		48.99	0.00	6.37			
			AMAZON - COPY PAPER (1 CASE, C	TXN00018084		48.99	0.00	42.62			
			ON THE SPOT DRY CLEANERS - Tab	TXN00018085		598.35	0.00	598.35			
			*****PO# 27066***** FALL 2026	TXN00018086		1,829.85	0.00	1,829.85			
			CES 685 - 2 HUB - BARRY PARK P	TXN00018087		18.50	0.00	18.50			
			SHERWIN-WILLIAMS - PAINT - MUN	TXN00018088		96.48	0.00	96.48			
			SENIOR BINGO DRINKS, PLATES, &	TXN00018089		23.95	0.00	23.95			
			AMAZON - OFFICE & KITCHEN SUPP	TXN00018090		120.93	0.00	120.93			
			NEWBERRY ACE HDWE - PICTURE HA	TXN00018091		90.65	0.00	90.65			
			CONCRETE ANCHORS FOR NARCAN BO	TXN00018092		14.00	0.00	14.00			
			TRI COUNTY SAW SHOP LLC - FRON	TXN00018093		413.45	0.00	413.45			
			LOWES #02984 - CTA RATED WOOD	TXN00018094		98.40	0.00	98.40			
			REFUND FOR KEYS FOR THE FREDDI	TXN00018095		28.47-	0.00	28.47-			
			CES 685 - CREDIT FOR 2 HUB	TXN00018096		19.89-	0.00	19.89-			
			KEYS FOR THE FREDDIE WARMACK E	TXN00018097		28.47	0.00	28.47			
			AMAZON ORDER- PAPER & PAPER SA	TXN00018098		51.42	0.00	51.42			
			SENIOR BINGO LUNCH	TXN00018099		58.79	0.00	58.79			
			RPM AUTO LLC - Truck 735 tire	TXN00018100		46.60	0.00	46.60			
			CHAMPIONS PARK QUAD 2 CONCESSI	TXN00018101		28.92	0.00	28.92			
			EUROFINS DRINKING WATER - SAMP	TXN00018102		160.00	0.00	160.00			
			CHAMPIONS PARK FLAG POLES LIGH	TXN00018103		65.82	0.00	65.82			
			Alachua County BOCC - ROW PERM	TXN00018104		512.33	0.00	512.33			
			NAPA AUTO PARTS NEWBERR - SHOP	TXN00018105		396.51	0.00	396.51			
			Canva - Monthly Subscription	TXN00018106		60.00	0.00	60.00			
			CRASH REPORT FOR FLHSMV RPT NU	TXN00018107		12.00	0.00	12.00			
			NEWBERRY ACE - BOLTS AND ANCHO	TXN00018108		3.23	0.00	3.23			
			DISTILLED WATER, SOCKET ADAPTE	TXN00018109		98.57	0.00	98.57			
			NAPA AUTO PARTS NEWBERR - (1)	TXN00018110		278.24	0.00	278.24			
			NEWBERRY ACE - SPARE KEYS AND	TXN00018111		65.44	0.00	65.44			
			BROOM FOR FREDDIE WARMACK	TXN00018112		26.99	0.00	26.99			
			PUBLIX - NFD Narcan Event	TXN00018113		88.80	0.00	88.80			
			TEXAS ROADHOUSE #2395 - 09/15	TXN00018114		80.00	0.00	80.00			
			UPDATED JOB BOARD	TXN00018115		349.00	0.00	349.00			
			TST WILD WING CAFE-MACON - BM	TXN00018116		38.13	0.00	38.13			
			GLUE TRAPS FOR RODENTS	TXN00018117		56.99	0.00	56.99			
			INGLES FORSYTH 403 - BFAST 09/	TXN00018118		12.64	0.00	12.64			
			RICKY RESCUE - HYDRAULICS CLAS	TXN00018119		150.00	0.00	150.00			
			HORIZONS COUNSELING 60 MINUTES	TXN00018120		115.00	0.00	115.00			
			CHAMPIONS PARK ENTRY SIGN LIGH	TXN00018121		67.60	0.00	67.60			
			APPLICANT STACK LICENSES	TXN00018122		575.97	0.00	65.82			
			APPLICANT STACK LICENSES	TXN00018122		575.97	0.00	32.91			
			APPLICANT STACK LICENSES	TXN00018122		575.97	0.00	82.28			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			APPLICANT STACK LICENSES	TXN00018122		575.97	0.00	27.44			
			APPLICANT STACK LICENSES	TXN00018122		575.97	0.00	367.52			
			AMAZON MKTPL 5R20F7HV1 - Plott	TXN00018123		81.30	0.00	81.30			
			CONCESSION SUPPLIES FOR CHAMPI	TXN00018124		318.30	0.00	318.30			
			USPS CERTIFIED & RETURN RECEIP	TXN00018125		9.28	0.00	9.28			
			TST WILD WING CAFE-MACON - TD	TXN00018126		44.60	0.00	44.60			
			FFTI-MYFIRECLASS.COM - AERIAL	TXN00018127		300.00	0.00	300.00			
			CHAMPIONS PARK GROUND WIRE FOR	TXN00018128		41.39	0.00	41.39			
			HORIZONS COUNSELING 60 MINUTES	TXN00018129		115.00	0.00	115.00			
			NEWBERRY ACE HDWE - 10W30 OIL	TXN00018130		17.65	0.00	17.65			
			ATTORNEY REQUEST JOTFORM INC	TXN00018131		195.00	0.00	195.00			
			MCDONALD'S F4227 - BMASSIMILLO	TXN00018132		7.87	0.00	7.87			
			FACE MEMBERSHIP RENEWAL	TXN00018133		87.55	0.00	87.55			
			NEWBERRY ACE HDWE - Credit for	TXN00018134		27.56-	0.00	27.56-			
			CHEER SIZING KIT REFUND	TXN00018135		200.00-	0.00	200.00-			
			NEWBERRY ACE HDWE - KWIKSET KE	TXN00018136		33.06	0.00	33.06			
			MCDONALD'S F4227 - TDROWN BFAS	TXN00018137		9.70	0.00	9.70			
			BYRON GAS N GO - FUEL FOR EQUI	TXN00018138		62.90	0.00	62.90			
			ELECTRICAL TAPE, WAGO WIRE CON	TXN00018140		100.22	0.00	100.22			
			CHICK-FIL-A #05720 - BMASSIMIL	TXN00018141		11.37	0.00	11.37			
			CHICK-FIL-A #05720 - TDROWN LU	TXN00018142		11.05	0.00	11.05			
			FMEA: TRAINING- BUILDING BRIDG	TXN00018143		600.00	0.00	600.00			
			TRACTOR-SUPPLY-CO #0507 - (15)	TXN00018144		109.84	0.00	109.84			
			IAAP - CAP CERTIFICATION EXAM	TXN00018145		575.00	0.00	575.00			
			MLK COMMUNITY CENTER SPORTS EQ	TXN00018146		391.14	0.00	391.14			
			AMAZON - CLOROX WIPES FOR CITY	TXN00018147		3.98	0.00	3.98			
			WENDYS 4459 - BMASSIMILLO LUN	TXN00018148		14.88	0.00	14.88			
			FORTILINE 6070 LAKE CITY - BAL	TXN00018149		108.98	0.00	108.98			
			HAMPTON INNS - ECG LINEMAN TRA	TXN00018150		499.32	0.00	499.32			
			GAINESVILLE SUN SUBSCRIPTION	TXN00018151		24.99	0.00	24.99			
			LOWES #02984 - HANDHELD SPRAYE	TXN00018152		182.40	0.00	182.40			
			WENDYS 4459 - 09/07/ LUNCH LIN	TXN00018154		15.64	0.00	15.64			
			HAMPTON INNS - ECG LINEMAN TRA	TXN00018155		499.32	0.00	499.32			
			FORTILINE 6070 LAKE CITY - HOS	TXN00018156		396.00	0.00	396.00			
			AG PRO CHIEFLAND 010106 - HOSE	TXN00018157		139.20	0.00	139.20			
			Coil packs for Kubota lawn mow	TXN00018158		41.82	0.00	41.82			
			CONCESSION SUPPLIES FOR THE EN	TXN00018159		60.63	0.00	60.63			
			CANVA I05011-47335611 - Canva	TXN00018160		25.00	0.00	25.00			
			NEWBERRY ACE HDWE - LIGHT AND	TXN00018161		41.38	0.00	41.38			
			SENIOR BINGO SUPPLIES	TXN00018162		63.50	0.00	63.50			
			SENIOR BINGO LUNCH	TXN00018163		111.74	0.00	111.74			
			MOLDSOULTIONSOFGAINESV - MLK C	TXN00018164		984.20	0.00	984.20			
			LOWES - SHELVING - RECORDS STO	TXN00018165		678.00	0.00	678.00			
			BASKETBALLS FOR THE MLK COMMUN	TXN00018166		31.88	0.00	31.88			
			OFFICE SUPPLIES FOR THE PARKS	TXN00018167		200.34	0.00	200.34			
			NEWBERRY ACE HDWE - SHOVELS	TXN00018168		103.00	0.00	103.00			
			CATCHER'S GEAR SET	TXN00018169		159.90	0.00	159.90			
			WATER, HAMBURGER & HOT DOG BUN	TXN00018170		103.96	0.00	103.96			
			USPS CERTIFIED & RETURN RECEIP	TXN00018171		9.28	0.00	9.28			
			(4) 5 GALLON BUCKETS & TAPE	TXN00018172		42.64	0.00	42.64			
			PUBLIX #2012 - Ambassador Mtg	TXN00018173		58.72	0.00	58.72			
			NEWBERRY ACE HDWE - (4) GATE H	TXN00018174		152.66	0.00	152.66			
			TREATMENT PLANT LOGBOOKS, ELEC	TXN00018175		174.16	0.00	174.16			
			PUBLIX PURCHASE OF WATER	TXN00018177		14.07	0.00	14.07			
			BATTERY FOR INMATE VAN # 688	TXN00018178		175.44	0.00	175.44			
			BREAST CANCER AWARENESS SHIRTS	TXN00018179		926.50	0.00	926.50			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			EB SEPTEMBER EYE OPEN - UF Ey	TXN00018180		23.18	0.00	23.18			
			THE FLORIDA BLACK CAUC - FBC M	TXN00018181		150.00	0.00	150.00			
			GOVERNMENT FINANCE OFF - GAAP	TXN00018182		175.00	0.00	175.00			
			AMERICAN GLOVE SAFETY SU - FA	TXN00018183		147.04	0.00	147.04			
			CHAMPIONS PARK GOLF CART NEW S	TXN00018184		250.00	0.00	250.00			
			RATCHET STRAPS FOR THE VOLLEYB	TXN00018185		29.43	0.00	29.43			
			NEWBERRY ACE HDWE - PAINT ROLL	TXN00018186		35.28	0.00	35.28			
			NEWBERRY ACE HDWE - MULTISCREW	TXN00018187		19.11	0.00	19.11			
			CHAMPIONS PARK FIELD 1 GLUE FO	TXN00018188		18.39	0.00	18.39			
			EDGER REPAIR	TXN00018189		149.75	0.00	149.75			
			*****PO# 27065***** CONSESSION	TXN00018191		1,315.85	0.00	1,315.85			
			(SENSOR FOR LIGHTS IN THE ENSC	TXN00018192		162.00	0.00	162.00			
			CARBURETOR CLEANER	TXN00018193		28.44	0.00	28.44			
			AMAZON RETA 516IT5EK1 - CITY	TXN00018194		553.92	0.00	553.92			
			WORK LAPTOP BAG FOR ROD CLARK	TXN00018195		35.14	0.00	35.14			
			Amazon.com 5X6QH1022 - COPY PA	TXN00018196		78.06	0.00	78.06			
			THE HOME DEPOT #0270 - TOOLS F	TXN00018197		1,064.73	0.00	1,064.73			
			DOLLAR-GENERAL #8602 Garbage b	TXN00018198		8.95	0.00	8.95			
			SENIOR BINGO SUPPLIES	TXN00018199		60.75	0.00	60.75			
			SENIOR BINGO LUNCH	TXN00018200		70.65	0.00	70.65			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018201		1.19	0.00	1.19			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018202		2.58	0.00	2.58			
			CHAMPIONS PARK PERRY WEATHER L	TXN00018203		4.59	0.00	4.59			
			INV 31572308 BACKGROUND CHECKS	TXN00018204		447.52	0.00	181.92			
			INV 31572308 BACKGROUND CHECKS	TXN00018204		447.52	0.00	59.42			
			INV 31572308 BACKGROUND CHECKS	TXN00018204		447.52	0.00	78.63			
			INV 31572308 BACKGROUND CHECKS	TXN00018204		447.52	0.00	127.55			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018205		2.57	0.00	2.57			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018206		1.19	0.00	1.19			
			60 MINUTE PSYCHOTHERAPY SESSIO	TXN00018207		115.00	0.00	115.00			
			LOWES #02984 - POLYWOOD AND CA	TXN00018208		206.42	0.00	206.42			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018209		1.01	0.00	1.01			
			CITY OF NEWBERRY PERMITS - PER	TXN00018210		6.00	0.00	6.00			
			Supplies for first Senior Adul	TXN00018211		38.91	0.00	38.91			
			TACTACAM - CAMERA SUBSCRIPTION	TXN00018212		2.18	0.00	2.18			
			NEWBERRY ACE HDWE - 9 V BATTER	TXN00018213		27.42	0.00	27.42			
			ASME.ORG - JAMIE'S ANNUAL MEMB	TXN00018214		158.00	0.00	158.00			
			MOWER REPAIR	TXN00018215		497.13	0.00	497.13			
			SIX CLASS B UNIFORM SHIRTS	TXN00018216		371.92	0.00	371.92			
			(3) MOP HEADS FOR THE ENSC	TXN00018217		17.39	0.00	17.39			
			NEWBERRY ACE HDWE - (2) 8'' BR	TXN00018218		109.14	0.00	109.14			
559	**CHK**	**A**	**BEARD EQUIPMENT COMPANY**	**2589**	**1**	**1,659.76**	**0.00**	**1,659.76**	**10/20/2026**		**46374**
			JOHN DEERE #358 - FIELD SERVIC	2349398		1,659.76	0.00	1,659.76			
560	**CHK**	**A**	**CORE & MAIN LP**	**580**	**1**	**7,771.56**	**0.00**	**7,771.56**	**10/20/2026**		**46374**
			ELECTRIC METERS RESTOCK	Z864941		7,771.56	0.00	7,771.56			
561	**CHK**	**A**	**OEC BUSINESS INTERIORS INC**	**2688**	**1**	**16,204.82**	**0.00**	**16,204.82**	**10/20/2026**		**46374**
			CITY HALL SOUTH RENOVATIONS	141226		16,204.82	0.00	16,204.82			
562	**CHK**	**A**	**OELRICH CONSTRUCTION INC**	**3490**	**1**	**81,336.60**	**0.00**	**81,336.60**	**10/20/2026**		**46374**
			HISTORIC POWER PLANT CONSTRUCT	002		85,617.47	0.00	81,336.60			
563	**CHK**	**A**	**OFFICE DEPOT**	**1487**	**1**	**76.19**	**0.00**	**76.19**	**10/20/2026**		**46374**
			OFFICE SUPPLIES - KEYBOARD	482887364001		76.19	0.00	76.19			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
564	**CHK**	**A**	**TRI COUNTY SAW SHOP LLC**	**2703**	**1**	**14,999.00**	**0.00**	**14,999.00**	**10/20/2026**		**46374**
			MOWER FOR PARKS	175009		14,999.00	0.00	14,999.00			
2568	**NOD**	**A**	**JAMES MOORE & CO., P.L.**	**432**	**1**	**400.00**	**0.00**	**400.00**	**10/20/2026**		**46374**
			CDP HEARING, TAX NOTICE SERVIC	861958		400.00	0.00	400.00			
2569	**NOD**	**A**	**AMERICAN DATA GROUP**	**627**	**2**	**600.00**	**0.00**	**600.00**	**10/20/2026**		**46374**
			INVENTORY CONTROL TRAINING	2435		600.00	0.00	300.00			
			INVENTORY CONTROL TRAINING	2435		600.00	0.00	300.00			
2570	**NOD**	**A**	**FMPA-AR**	**831**	**2**	**346,060.76**	**0.00**	**346,060.76**	**10/20/2026**		**46374**
			SEPTEMBER 2026 POWER COST	043250		338,920.76	0.00	338,920.76			
			ELECTRICAL DISTRIBUTION DESIGN	043331		7,140.00	0.00	7,140.00			
2571	**NOD**	**A**	**LEWIS OIL CO INC.**	**1229**	**1**	**3,412.73**	**0.00**	**3,412.73**	**10/20/2026**		**46374**
			ADDITIVES DIESEL AND GASOLINE	1011840		3,412.73	0.00	3,412.73			
2572	**NOD**	**A**	**UNIFIRST CORPORATION**	**1612**	**3**	**376.76**	**0.00**	**376.76**	**10/20/2026**		**46374**
			ELEC DEPT UNIFORMS	3040235219		236.44	0.00	236.44			
			S&R UNIFORMS	3040235224		67.21	0.00	67.21			
			WA/WW UNIFORMS	3040235228		73.11	0.00	73.11			
2573	**NOD**	**A**	**ALACHUA COUNTY BOCC**	**1990**	**1**	**366.31**	**0.00**	**366.31**	**10/20/2026**		**46374**
			ALACHUA CO. PUBLIC SERVICE TAX	093026		366.31	0.00	366.31			
2574	**NOD**	**A**	**ODYSSEY MANUFACTURING COMPANY**	**2540**	**1**	**854.10**	**0.00**	**854.10**	**10/20/2026**		**46374**
			BULK SODIUM HYPOCHLORITE	132637		854.10	0.00	854.10			
2575	**NOD**	**A**	**ADVANCED TIRE SERVICE LLC**	**2659**	**1**	**748.00**	**0.00**	**748.00**	**10/20/2026**		**46374**
			TIRES FOR VH# 564	3067356		748.00	0.00	748.00			
2576	**NOD**	**A**	**PUBLIC RISK MANAGEMENT OF FLOR**	**2663**	**32**	**164,002.95**	**0.00**	**164,002.95**	**10/20/2026**		**46374**
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	1,820.68			
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	27,994.95			
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	72.50			
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	7,202.15			
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	36,905.00			
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	6,380.43			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	5,147.18			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	13.33			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	1,324.19			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	334.75			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	1,173.11			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	6,785.37			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	27,266.72			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	1,026.33			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	2,422.14			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	2,175.81			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	85.84			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	3,037.93			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	1,086.04			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	124.30-			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	1,557.64-			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	58.63-			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	138.37-			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	4.90-			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	173.54-			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	62.04-			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	15,550.66			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	2,688.52			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	3,034.77			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	30.55			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	11,796.24			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	767.18			
2577	**NOD**	**A**	**ELECTRIC CITIES OF GEORGIA, IN**	**3222**	**1**	**1,641.00**	**0.00**	**1,641.00**	**10/20/2026**		**46374**
			ANNUAL SAFETY TRAINING	0060349-IN		1,641.00	0.00	1,641.00			
2578	**NOD**	**A**	**CSC ERECORDING**	**3238**	**1**	**195.00**	**0.00**	**195.00**	**10/20/2026**		**46374**
			CEMETERY ANNUAL MAINTENANCE	881114786139011		195.00	0.00	195.00			
2579	**NOD**	**A**	**STALINE WATERWORKS, INC.**	**3594**	**1**	**974.20**	**0.00**	**974.20**	**10/20/2026**		**46374**
			2" 90S AND 2"X1" BUSHING	INV172356		974.20	0.00	974.20			
2580	**NOD**	**A**	**PABST PERSONAL CARE, PLLC**	**3598**	**2**	**170.00**	**0.00**	**170.00**	**10/20/2026**		**46374**
			PRE-EMPLOYMENT PHYSICAL EXAM	59		100.00	0.00	100.00			
			PRE-EMPLOYMENT PHYSICAL EXAM	67		70.00	0.00	70.00			
2581	**NOD**	**A**	**HARTMAN CIVIL CONSTRUCTION CO.**	**3635**	**1**	**148,585.73**	**0.00**	**148,585.73**	**10/20/2026**		**46374**
			NW 1ST AVE WATERMAIN PROJECT	5		156,406.04	0.00	148,585.73			
2582	**NOD**	**A**	**LF STAFFING SERVICES INC. DBA**	**3689**	**1**	**834.00**	**0.00**	**834.00**	**10/20/2026**		**46374**
			TEMP RECEPTIONIST WORKER	37-104-1823		834.00	0.00	834.00			
179	**EFT**	**A**	**COX COMMUNICATIONS INC**	**1638**	**2**	**297.65**	**0.00**	**297.65**	**10/20/2026**	**HP**	**46373**
			FIRE DEPT - CABLE TV OCT 2026	100726		47.01	0.00	47.01			
			MLK PHONE/INTERNET OCT 2026	100826		250.64	0.00	250.64			
180	**EFT**	**A**	**CENTRAL FL ELECTRIC CO-OP INC**	**2312**	**1**	**107.92**	**0.00**	**107.92**	**10/20/2026**	**HP**	**46373**
			FIRE TRAINING HOUSE SEPT 2026	10055454		107.92	0.00	107.92			
569	**CHK**	**A**	**CELLCO PARTNERSHIP**	**2241**	**5**	**3,867.81**	**0.00**	**3,867.81**	**10/22/2026**		**46390**
			MONTHLY IPADS,PHONES&AIRCARDS	6154798840		3,927.51	0.00	1,825.62			
			MONTHLY IPADS,PHONES&AIRCARDS	6154798840		3,927.51	0.00	733.62			
			MONTHLY IPADS,PHONES&AIRCARDS	6154798840		3,927.51	0.00	473.14			
			MONTHLY IPADS,PHONES&AIRCARDS	6154798840		3,927.51	0.00	644.68			
			MONTHLY IPADS,PHONES&AIRCARDS	6154798840		3,927.51	0.00	190.75			
570	**CHK**	**A**	**CO2 DIRECT GAS**	**2775**	**1**	**55.50**	**0.00**	**55.50**	**10/22/2026**		**46390**
			ACETYLENE/ARGON COMPRESS/O2	RC00028345		55.50	0.00	55.50			
571	**CHK**	**A**	**KAREN NEIRA-BACHMAN**	**2016**	**1**	**300.00**	**0.00**	**300.00**	**10/22/2026**		**46390**
			RENTAL DEPOSIT REFUND TO KAREN	0055524		300.00	0.00	300.00			
572	**CHK**	**A**	**DEVI TEMPLE OF FLORIDA INC**	**2016**	**1**	**250.00**	**0.00**	**250.00**	**10/22/2026**		**46390**
			RENTAL DEPOSIT REFUND TO DEVI	0079038		250.00	0.00	250.00			
573	**CHK**	**A**	**AMANDA WILLIAMS**	**2016**	**1**	**250.00**	**0.00**	**250.00**	**10/22/2026**		**46390**
			RENTAL DEPOSIT REFUND TO AMAND	0081853		250.00	0.00	250.00			
574	**CHK**	**A**	**JOEL ROUSSEAU**	**2016**	**1**	**250.00**	**0.00**	**250.00**	**10/22/2026**		**46390**
			RENTAL DEPOSIT REFUND TO JOEL	0081947		250.00	0.00	250.00			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
575	**CHK**	**A**	**TIFFANI MCLENDON**	**2016**	**1**	**2,200.00**	**0.00**	**2,200.00**	**10/22/2026**		**46390**
			REFUND FOR ET MUTT HUTT SE FEE	20261021		2,200.00	0.00	2,200.00			
576	**CHK**	**A**	**WALMART INC.**	**3749**	**4**	**2,250.44**	**0.00**	**2,250.44**	**10/22/2026**		**46390**
			BAYS ORIGINAL ENGLISH MUFFINS	66CF24B6		22.43	0.00	22.43			
			BAYS ORIGINAL ENGLISH MUFFINS	BBA367A7		2,228.01	0.00	2,228.01			
			BAYS ORIGINAL ENGLISH MUFFINS	C6AC29D5		22.43-	0.00	22.43-			
			BAYS ORIGINAL ENGLISH MUFFINS	DA8D2CF7		22.43	0.00	22.43			
2758	**NOD**	**A**	**JAMES MOORE & CO., P.L.**	**432**	**7**	**8,601.60**	**0.00**	**8,601.60**	**10/22/2026**		**46390**
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	732.97			
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	458.33			
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	1,256.04			
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	15.74			
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	628.02			
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	136.45			
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	5,374.05			
2759	**NOD**	**A**	**AMERICAN DATA GROUP**	**627**	**6**	**28,514.00**	**0.00**	**28,514.00**	**10/22/2026**		**46390**
			ADG AND MISC. OTHER	2399		28,514.00	0.00	1,739.55			
			ADG AND MISC. OTHER	2399		28,514.00	0.00	3,479.04			
			ADG AND MISC. OTHER	2399		28,514.00	0.00	869.76			
			ADG AND MISC. OTHER	2399		28,514.00	0.00	335.38			
			ADG AND MISC. OTHER	2399		28,514.00	0.00	695.81			
			ADG AND MISC. OTHER	2399		28,514.00	0.00	21,394.46			
2760	**NOD**	**A**	**WASTE PRO OF FLORIDA, INC.**	**1654**	**2**	**109,527.98**	**0.00**	**109,527.98**	**10/22/2026**		**46390**
			SOLID WASTE NON RESIDENTIAL MO	478337		31,365.28	0.00	31,365.28			
			SEPTEMBER COLLECTION	478446		78,162.70	0.00	78,162.70			
2761	**NOD**	**A**	**ALACHUA COUNTY BOCC**	**1990**	**14**	**3,465.00**	**0.00**	**3,465.00**	**10/22/2026**		**46390**
			TANK FEE, FAC CLASS FEE C YARD	HM-IMP-25719		1,485.00	0.00	1,485.00			
			TANK FEE, FAC CLASS FEE B LS15	HM-IMP-25897		510.00	0.00	510.00			
			TANK FEE H2414 LS 10	HM-IMP-26439		105.00	0.00	105.00			
			TANK FEE H2676 LS 12	HM-IMP-26517		105.00	0.00	105.00			
			TANK FEE H2979 WELL 4	HM-IMP-26717		315.00	0.00	315.00			
			TANK FEE H2980 WELL 5	HM-IMP-26718		105.00	0.00	105.00			
			TANK FEE H2981 LS 3	HM-IMP-26719		105.00	0.00	105.00			
			TANK FEE H2982 LS 19	HM-IMP-26720		105.00	0.00	105.00			
			TANK FEE H2984 LS 1	HM-IMP-26722		105.00	0.00	105.00			
			TANK FEE H2985 LS 18	HM-IMP-26723		105.00	0.00	105.00			
			TANK FEE H2988 LS 27	HM-IMP-26724		105.00	0.00	105.00			
			TANK FEE H2989 LS 26	HM-IMP-26725		105.00	0.00	105.00			
			TANK FEE H2990 LS 21	HM-IMP-26726		105.00	0.00	105.00			
			TANK FEE H2991 LS 13	HM-IMP-26727		105.00	0.00	105.00			
2762	**NOD**	**A**	**DUVAL FORD LLC**	**2560**	**1**	**46,978.00**	**0.00**	**46,978.00**	**10/22/2026**		**46390**
			2026 FORD F150 CREW CAB	TKE98297		46,978.00	0.00	46,978.00			
2763	**NOD**	**A**	**JBROWN PROFESSIONAL GROUP INC.**	**3240**	**3**	**30,875.00**	**0.00**	**30,875.00**	**10/22/2026**		**46390**
			EASTON MULTI-FIELDS PRO SVS	26002-02.1		13,700.00	0.00	13,700.00			
			EASTON MULTI-FIELDS PRO SVS	26002-03.0		13,500.00	0.00	13,500.00			
			EASTON MULTI-FIELDS PRO SVS	26002-04.0		3,675.00	0.00	3,675.00			
2764	**NOD**	**A**	**CHADWELL SUPPLY INC**	**3643**	**2**	**395.73**	**0.00**	**395.73**	**10/22/2026**		**46390**
			D BATTERIES, WASP SPRAY	012220730		395.73	0.00	263.82			

Bank Number: 8 / Name: BARWICK BANK - OPERATING / Description: OPERATING ACCOUNT - BARWICK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			D BATTERIES, WASP SPRAY	012220730		395.73	0.00	131.91			
2765	**NOD**	**A**	**CHENEY BROS., INC.**	**3665**	**1**	**2,320.89**	**0.00**	**2,320.89**	**10/22/2026**		**46390**
			CONCESSION SUPPLIES	05-9100671599		2,320.89	0.00	2,320.89			
2766	**NOD**	**A**	**FOLDS WALKER LLC**	**285**	**1**	**18,333.33**	**0.00**	**18,333.33**	**10/28/2026**		**46414**
			FY 27 MONTHLY LEGAL SERVICES	11882		18,333.33	0.00	18,333.33			
188	**EFT**	**A**	**INTERNAL REVENUE SERVICE**	**2795**	**1**	**96.29**	**0.00**	**96.29**	**10/28/2026**	**HP**	**46416**
			941 Q3 2025 - A. WHEELER	09302025		96.29	0.00	96.29			

Bank Number: 9 / Name: BARWICK BANK - CRA / Description: CRA ACCOUNT - BARWICK BANK

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
22	**CHK**	**A**	**PLACER LABS INC**	**3604**	**1**	**5,184.00**	**0.00**	**5,184.00**	**10/06/2026**		**46300**
			PLACER.AI PLATFORM ACCESS SUBS	INUS11486		12,960.00	0.00	5,184.00			
35	**NOD**	**A**	**G-A-I CONSULTANTS, INC.**	**3654**	**1**	**3,142.40**	**0.00**	**3,142.40**	**10/06/2026**		**46300**
			LANDSCAPE ARCHITECTURE SRVCS	2243619		3,142.40	0.00	3,142.40			
36	**NOD**	**A**	**GIG ALL-IN LANDSCAPING LLC**	**3509**	**1**	**408.00**	**0.00**	**408.00**	**10/13/2026**		**46345**
			BRAVO BASIN LANDSCAPE MAINTENA	13864		408.00	0.00	408.00			
24	**CHK**	**A**	**PURCHASING CARD**	**1241**	**10**	**2,890.53**	**0.00**	**2,890.53**	**10/15/2026**		**46391**
			PAINT- PAINT PROGRAM 95 SW 258	TXN00017986		347.70	0.00	347.70			
			SOFTWASH PAINT PROGRAM 25031 N	TXN00017988		720.30	0.00	720.30			
			SOFTWASH PAINT PROGRAM 95 SW 2	TXN00017996		514.50	0.00	514.50			
			NEWBERRY ACE - BARRY PARK ELEC	TXN00018033		13.91	0.00	13.91			
			THE HOME DEPOT - CONCRETE STAI	TXN00018065		257.88	0.00	257.88			
			LOWES - ELECTRICAL - REO BUILD	TXN00018074		533.74	0.00	498.76			
			Paint purchase- Paint Program	TXN00018139		400.00	0.00	400.00			
			Post Cards- Vibrancy Grant	TXN00018153		44.03	0.00	44.03			
			NEWBERRY ACE - PVC AND SUPPLIE	TXN00018176		81.58	0.00	81.58			
			NEWBERRY ACE - PVC SUPPLIES -	TXN00018190		11.87	0.00	11.87			
37	**NOD**	**A**	**GEORGE F YOUNG, INC**	**2163**	**1**	**4,500.00**	**0.00**	**4,500.00**	**10/20/2026**		**46374**
			PAT POST PROERTY (PARKING LOT)	142621		4,500.00	0.00	4,500.00			
38	**NOD**	**A**	**PUBLIC RISK MANAGEMENT OF FLOR**	**2663**	**5**	**505.05**	**0.00**	**505.05**	**10/20/2026**		**46374**
			PROPERTY COVERAGE Q1 26/27	21388A		80,561.00	0.00	185.29			
			LIABILITY COVERAGE Q1 26/27	21388B		14,812.00	0.00	34.07			
			WORKERS COMP INS Q1 26/27	21388C		37,321.00	0.00	220.19			
			CR: WORKERS COMP INS Q1 26/27	21388D		2,132.00-	0.00	12.58-			
			AGENT FEE Q1 26/27	21388E		33,946.00	0.00	78.08			
23	**CHK**	**A**	**CELLCO PARTNERSHIP**	**2241**	**1**	**59.70**	**0.00**	**59.70**	**10/22/2026**		**46390**
			MONTHLY IPADS,PHONES&AIRCARDS	6154798840		3,927.51	0.00	59.70			
39	**NOD**	**A**	**JAMES MOORE & CO., P.L.**	**432**	**1**	**145.20**	**0.00**	**145.20**	**10/22/2026**		**46390**
			MONTHLY BILLING FOR OCTOBER	GNV11762		8,746.80	0.00	145.20			
REGISTER TOTALS Checks: 126 Voids: 0					582	2,993,385.01	0.00	2,993,385.01			

File Attachments for Item:

7. SW 254th Extension-ITB 2026-13 Bid Award

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	SW 254th St Extension
Agenda Section:	Consent
Department:	Utilities and Public Works
Strategic Goal/Objective:	GOAL A.1 Improve access, connectivity, and traffic flow in the area
Presented By:	Paul Sergile, Assistant Utilities and Public Works Director
Recommended Actions:	1) Authorize the City Manager to execute a contract/construction agreement with Andrews Paving in the amount of $225,528.00. 2) Authorize the City Manager to approve change orders not to exceed 15% of contract amount.

Summary:

On September 21, 2026, the City of Newberry issued an invitation to bid ITB 2026-13, which solicits construction services for the SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue. The project will deliver a new, fully functional roadway corridor including roadway base and asphalt pavement, sidewalks, stormwater drainage facilities, a water main along the west side of the improvements, pavement markings, and FDOT-compliant signage. Work also includes surveying, site layout, demolition, clearing and grubbing, excavation and grading, underground utility installation, erosion and sediment control, and all associated safety and traffic-control measures. The contractor will be required to comply with City plans and specifications, FDOT standards, the MUTCD, applicable permits—including the Suwannee River Water Management District permit—and inspection requirements. Substantial completion is required within 90 calendar days of the Notice to Proceed, with final completion, inspections, and certified as-built documentation due within 120 calendar days. The following contractors responded with bids: Andrews Paving, Inc.; Watson Construction Company, LLC.; Wilks Site Prep, Inc.; Pinnacle Site Solutions; Art Walker, Inc.; Hicks Asphalt Paving & Concrete; Coleman Construction, Inc.; and John C. Hipp Construction.

The contractor must submit and maintain a Maintenance of Traffic (MOT) Plan that protects motorists, pedestrians, construction personnel, and nearby school zones while preserving reasonable access to adjacent properties, businesses, and residences. The MOT Plan will address temporary traffic-control devices, lane closures, detours, pedestrian routing, reduced construction-zone speeds, flagging operations, advance public notification, and coordination with school schedules and local events.

Staff recommends that the City Commission authorize the City Manager to execute the construction agreement for ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue, to Andrews Paving, Inc., and approve change orders not to exceed 15 percent of the awarded contract amount, subject to available budgeted funds.

Prior Commission Action/Direction:
No prior action/direction.

Fiscal Impact:

The agreement will cost the City $225,528.00, with change orders permitted up to, but not exceeding, an additional 15% of the agreement amount, within the FY 2027 budget.

Attachments:

1. ITB 2026-13 Andrews Paving, Inc.
2. SW 254th Extension Certification of Bids
3. ITB 2026-13 Andrews Paving Agreement – Partially Executed
4. Andrews Bid Bond

General Info

Total:

$225,528.00

Number

Invitation to Bid 2026-03, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

Deadline

10/27/2026 02:00 PM EDT

Vendor

Andrews Paving, Inc.

Submitted

10/26/2026 03:21 PM EDT

Signed by

Ryan Parks
Account Holder Ryan Parks

Opened

10/27/2026 02:03 PM EDT **By** ahagan@newberryfl.gov

Description

The City of Newberry, Florida ("Owner") is inviting Bidders to electronically submit sealed bids for ITB 2026-
Street Extension from SW 7th Avenue to SW 10th Avenue.

PURPOSE: The services may include, but are not necessarily limited to, furnishing all labor, materials, equip
and services, and performing all work necessary to provide the Owner with the construction of a new roadwa
shown on the Drawings and as specified in this solicitation. All work shall be in accordance with the Constru
Specifications, and Contract Documents.

Bids must be submitted by Tuesday, October 27, 2026, 2:00 PM ET
Bidding Documents may be obtained electronically at no cost by registering for Bid Express through the follo

https://www.bidexpress.com/businesses/88473/home

A non-mandatory pre-bid conference will be held on Tuesday, October 6, 2026, 10:00 AM ET at the City of
Hall, Commission Chambers, 25493 NW 1st Avenue, Newberry, Florida 32669. Bidders are encouraged to a
attendance is not required to submit a Bid. Attendees may join by accessing the link below at the stated dat

https://events.teams.microsoft.com/event/
eacf5230-0750-43db-9aa9-da42c9a4470f@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacy

Attendance at the in-person Site visit is encouraged but not mandatory and will be held on Tuesday, Octobe
immediately following the conclusion of the non-mandatory pre-bid conference. Site visit attendees shall mee
Hall, Commission Chambers prior to visiting the site.

Questions should be submitted to the Owner through Bid Express only. Questions will be accepted through
October 13, 2026, 2:00 PM ET.

Bids will be opened and read aloud at a virtual Public Bid Opening on Tuesday, October 27, 2026, 2:00 PM
members of the public may attend the Public Bid Opening. Attendees may join by accessing the link below a
date and time:

https://events.teams.microsoft.com/event/ba1f44a3-7b96-4f2f-
a051-c6b43c14af0a@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacyShareLinkDialog

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes
responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents
Documents or any portion thereof provided by third parties, or for modifications to the Bidding Documents no
official Addenda, including electronic conversion. Bid security in the amount of 5 percent of the Bid must acc
Bid in accordance with the Instructions to Bidders.

All dates specified herein are tentative and subject to change at the discretion of the Owner

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Important Dates at Time of Advertising

Meeting Name	Date & Time	Location
Non-Mandatory Pre-Bid Meeting	Tuesday, October 6, 2026, 10:00 AM ET	Microsoft Teams Webinar / City Hall
Non-Mandatory In-Person Site Visit	Tuesday, October 6, 2026, following Pre-Bid Meeting	City Hall, 25493 NW 1st Avenue, Newberry, Florida 32669
Question Period Ends	Tuesday, October 13, 2026, 2:00 PM ET	Bid Express Only
Bidding Period Ends	Tuesday, October 27, 2026, 2:00 PM ET	Bid Express Only
Bid Opening Workshop	Tuesday, October 27, 2026, 2:00 PM ET	Microsoft Teams Webinar (Below)

Meeting Webinar Links

Non-Mandatory Pre-Bid Meeting
Tuesday, October 6, 2026, 10:00 AM ET, Microsoft Teams Webinar

Non-Mandatory In-Person Site Visit

Tuesday, October 6, 2026, immediately following the conclusion of the non-mandatory pre-bid conference. Site visit attendees shall meet at the City Hall, Commission Chambers prior to visiting the site.

Bid Opening Meeting
Tuesday, October 27, 2026, 2:00 PM ET, Microsoft Teams Webinar

Attachment List

ITB_2026-13_SW_254th_St_Ext Final.pdf (1.15 MB)
ITB_2026-13_SW_254th_St_Ext Final.pdf

ITB_2026-13_Referenced_FDOT_Specifications.pdf (101 KB)
ITB_2026-13_Referenced_FDOT_Specifications.pdf

3-SW 254TH STREET EXTENSION - 100% CONST DOCS - 2026.08.19.pdf (14 MB)
Exhibit 1 SW 254th Street Extension Construction Plans

2-SW 254TH STREET EXTENSION - PERMIT PLANS - 2026.06.03.pdf (14.1 MB)
Exhibit 2 - SW 254th Street Extension Permit Plans including
Boundary and Topographic Surveys

1-P0080191-095-DSGP (Newberry SW 254th St Water Main Extension).pdf (232 KB)
Exhibit 3 Florida Department of Environmental Protection General
Permit

2026-13 Addendum No 1.pdf (290 KB)
ITB 2026-13 Addendum No 1

Bid Form

Attachments to this Bid

Bidder shall include the following documents with completed and signed Bid Form:

1. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
2. Tabulation of Subcontractors and Suppliers (Section 00431).
3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
4. Contractor's License :_.
5. Addendum Acknowledgement
6. Conflict of Interest Disclosure Form
7. E-Verify Form
8. Scrutinized Companies Certification
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
10. Human Trafficking Affidavit;
11. Florida Trench Safety Act Certification (Section 00440).
12. Construction Contractor's Qualification Statement for Engineered Construction
13. Sworn Statement under Section 133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
14. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
15. Non-collusion Affidavit (Section 00453).
16. Drug-Free Workplace Certificate (Section 00454).
17. List of Proposed Suppliers;
18. List of at least three (3) references for comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address."

Total Bid Price

Bidders to include pricing information as provided in Article 6 of the Bid Form.

Bid Table

$225,528.00

Item Number	Description	Quantity	Units	Price	Extension
Alternates are not included in bid total.					
101-1	MOBILIZATION	1.000	LS	$35,000.00	$35,000.00
102-1	MAINTENANCE OF TRAFFIC	1.000	LS	$16,980.00	$16,980.00
104-10	SEDIMENT BARRIER	620.000	LF	$3.50	$2,170.00
110-1	CLEARING & GRUBBING (APPROX 18208 SF)	0.418	AC	$11,961.72	$5,000.00
120-1	REGULAR EXCAVATION	730.000	CY	$10.50	$7,665.00
120-4	SUBSOIL EXCAVATION AND BACKFILL	447.000	CY	$11.00	$4,917.00
570-1-2	PERFORMANCE TURF - SOD	1,065.000	SY	$10.00	$10,650.00
120-6	TYPE B STABILIZATION	934.000	SY	$6.00	$5,604.00
285-704	OPTIONAL BASE GROUP 4 (6” LIMEROCK)	768.000	SY	$35.00	$26,880.00
334-1-52	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG76-22	64.000	TN	$308.50	$19,744.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4” THICK	193.000	SY	$68.00	$13,124.00
700-1-111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	8.000	AS	$550.00	$4,400.00
700-1-500	SINGLE COLUMN GROUND SIGN ASSEMBLY,	1.000	AS	$750.00	$750.00
					Total: $225,528.00

Item Number	Description	Quantity	Units	Price	Extension
	RELOCATE				
706-1-3	RAISED PAVMT MARKER, TYPE B	14.000	EA	$10.00	$140.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	60.000	LF	$5.50	$330.00
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6”	940.000	LF	$1.30	$1,222.00
1050-31208	UTILITY PIPE – POLYVINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8”	1,200.000	LF	$27.00	$32,400.00
1050-31206	UTILITY PIPE-POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	12.000	LF	$33.50	$402.00
1080-21108	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 8”	3.000	EA	$2,730.00	$8,190.00
1080-23108	UTILITY FIXTURE-TAPPING SADDLE/ SLEEVE, FURNISH & INSTALL, 8"	1.000	EA	$5,265.00	$5,265.00
					Total: $225,528.00

Item Number	Description	Quantity	Units	Price	Extension
1055-51212	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL TEE, 12"	1.000	EA	$1,311.00	$1,311.00
1055-51208	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL TEE, 8"	3.000	EA	$956.00	$2,868.00
1055-51108	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL ELBOW, 8”	4.000	EA	$403.00	$1,612.00
1080-29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8”	5.000	EA	$118.00	$590.00
1080-23106	UTILITY FIXTURE-TAPPING SADDLE/ SLEEVE, FURNISH & INSTALL, 6"	1.000	EA	$4,760.00	$4,760.00
1080-21106	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 6"	2.000	EA	$1,365.00	$2,730.00
1055-51308	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL REDUCER, 8"	2.000	EA	$350.00	$700.00
					Total: $225,528.00

Item Number	Description	Quantity	Units	Price	Extension
1644111-08	FIRE HYDRANT, F&I, STANDARD, 1 HOSE, 6"	2.000	EA	$4,762.00	$9,524.00
0425-5	MANHOLE, ADJUST (RESET EXISTING 4" SANITARY CLEANOUT)	1.000	EA	$600.00	$600.00
					Total: $225,528.00

Required Document List

Name	Omission Terms	Submitted File
A. 00 43 13 Bid Bond OR Required Bid security in the form of Attach Bid Bond.		Bid Bond 10.23.2026.pdf
B. 2. Tabulation of Subcontractors and Suppliers (Section 00431). Attach 2. Tabulation of Subcontractors and Suppliers (Section 00431).		Subcontractors and Suppliers.pdf
C. 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids Attach 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids		Qualification Statement for Engineered Construction.pdf
D. 4. Contractor’s License Attach Bidder’s Certified General Contractor’s license for the State of Florida.		CGC1525657.pdf
E. 5. Addendum Acknowledgement Attach Addendum Acknowledgement		Addendum Acknowledgement (2).pdf
F. 6. Conflict of Interest Disclosure Form Attach Conflict of Interest Disclosure Form		Conflict of Interest Disclosure (2).pdf
G. 7. E-Verify Form Attach E-Verify Form		E-verify.pdf
H. 8. Scrutinized Companies Certification		Scrutinized Company Cert.pdf
18 Required Documents		

Name	Omission Terms	Submitted File
Attach Scrutinized Companies Certification		
I. 9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form Attach Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form		Cert Regarding Debarment.pdf
J. 10. Human Trafficking Affidavit Attach Human Trafficking Affidavit		Human Trafficking Affidavit.pdf
K.11. Florida Trench Safety Act Certification (Section 00440). Attach Florida Trench Safety Act Certification (Section 00440).		Trench Safety.pdf
L. 12. Construction Contractor's Qualification Statement for Engineered Construction Attach Construction Contractor's Qualification Statement for Engineered Construction		Qualification Statement for Engineered Construction.pdf
M. 13. Sworn Statement under Section 133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451). Attach Sworn Statement under Section 133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).		Sworn Statement.pdf
O. 14. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452). Attach Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).		Bidder's Statement of Disputes.pdf
P. 15. Non-collusion Affidavit (Section 00453). Attach Non-collusion Affidavit (Section 00453).		Non-collusion Affidavit.pdf
Q. 16. Drug-Free Workplace Certificate (Section 00454). Attach Drug-Free Workplace Certificate (Section 00454).		Dru-Free Workplace.pdf
R. 17. List of Proposed Suppliers; Attach List of Proposed Suppliers;		Subcontractors and Suppliers.pdf
S. 18. List of at least three (3) references for comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address." Attach 18. List of at least three (3) references for		References and Completed Projects.pdf
18 Required Documents		

Name	Omission Terms	Submitted File
comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address.”		
18 Required Documents		

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

BIDDER *(Name and Address)*:
Andrews Paving, Inc dba Andrews Construction, Inc.

6327 NW 123rd Place, Gainesville, FL 32653

SURETY *(Name and Address of Principal Place of Business)*:

Great American Insurance Company

301 E Fourth Street, Cincinnati, OH 45202

OWNER *(Name and Address)*:

City of Newberry

25493 NW 1st Avenue, Newberry, FL 32669

BID

Bid Due Date: 10/27/2026

Description *(Project Name and Include Location)*: ***ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue***

BOND

Bond Number: TBD

Date *(Not earlier than Bid due date)*: TBD

Penal sum

FIVE Percent of amount bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative

BIDDER	**SURETY**
Andrews Paving, Inc dba Andrews Construction, Inc.	Great American Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Blair Poole Print Name	Benjamin H. French Print Name
Vice President Title	Attorney-in-Fact & Fla. Resident Agent Title
Attest: Allison M. Woot Signature	Attest: Rebekah Sharp Signature
Title	Title Account Executive

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures', if necessary.

SECTION 00430

BID BOND

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal] sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than NINE

No. 0 22603

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BENJAMIN H. FRENCH	REBEKAH F. SHARP	GAINESVILLE, FLORIDA	ALL
PAUL A. LOCASCIO	TRAVA RIDLON	GAINESVILLE, FLORIDA	UNLIMITED
L. DALE WALDORFF	K. WAYNE WALKER	FORT WALTON BEACH, FLORIDA	
J.E.S. WEBB		FORT WALTON BEACH, FLORIDA	
WILLIAM S. NEILL		FAIRHOPE, ALABAMA	
BRENDA NEILL		FAIRHOPE, ALABAMA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of MAY , 2025 .

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company. and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27 day of October , 2026 .

Assistant Secretary

City of Newberry

ITB NO. 2026-13

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED n/a

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Authorized Signature: [signature]

Printed Name: Blair Poole

Title: Vice President

Date: 10-26-26

It is the responsibility of the bidder to ensure addendum are acknowledged, if issued.

Please review Bid Express at https://www.bidexpress.com/businesses/88473/home?agency=true prior to submitting the bid to ensure that any issued addenda are acknowledged.

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

Project	Name and Address of Owner or Engineer	Name and Phone of Owner or Engineer Representative	Date of Contract	Amount	Status

City of Newberry

ITB NO. 2026-13

Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion Form

(1) The prospective Vendor, Andrews Paving, Inc. DBA Andrews Construction, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor: Andrews Paving, Inc. DBA Andrews Construction, Inc.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARKS, PATRICK RYAN

ANDREWS PAVING, INC.
6327 NW
123RD PLACE
GAINESVILLE FL 32653

LICENSE NUMBER: CGC1525657

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

City of Newberry

ITB NO. 2026-13

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Newberry Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO ✓

NAME(S)	POSITION(S)

Name of Firm: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Authorized Signature:

Printed Name: Blair Poole

Title: Vice President

Date: 10-26-26

CF-2

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Andrews Paving, Inc. DBA Andrews Construction, Inc. (Print or Type Name of Firm)

- ☑ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- ☑ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
- ☑ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ☑ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ☑ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ☑ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

10/26/26
Date Signed

State of: FL

County of: Alachua

Sworn to and subscribed before me this day of 10/26, 2026.

Personally known or Produced Identification _____
(Specify Type of Identification)

Allison M. Wood
Signature of Notary

My Commission Expires 3/16/2027

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

City of Newberry

ITB NO. 2026-13

E-VERIFY REQUIREMENTS

1. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the
   U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

2. Subcontractors
   a. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   b. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   c. Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. Failure to comply with this provision is a material breach of the Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services.

4. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http://www.uscis.gov/everify) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 59-2726877

Legal Name of Respondent: Andrews Paving, Inc.

Authorized Representative(s): Blair Poole

Signature Print Name/Title: _____, Blair Poole, Vice President

Date: 10-26-26

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of Newberry, herein called the "Owner."

Pursuant to bidding requirements for the work titled "ITB 2026-13, SW 254th St extension from SW 7th Ave to SW 10th Ave,"
the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Alachua

Blair Poole, being first duly
(Officer's Name)

sworn, deposes, and says that:

9 He\She is Vice President (officer's title) of Andrews Paving, Inc. DBA Andrews Construction, Inc. (company name), the Bidder that has submitted the attached bid;

10 He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

11 Such bid is genuine and is not a collusive or sham bid;

12 Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Newberry or any person interested in the proposed contract; and

SECTION 00453
NONCOLLUSION AFFIDAVIT

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

(Signed) _____

Blair Poole

Subscribed and sworn to before me
this 26 day of Oct, 2026

_____
Notary Public

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

My commission expires 3/16/2027

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract- specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers American Consulting Engineers Council American Society of Civil Engineers Construction Specifications Institute

Submitted by:

Name of Organization: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Name of Individual: Blair Poole

Title: Vice President

Address: 6327 NW 123rd Place
Gainesville, FL 32653

Telephone: 386-462-1115

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, r,_ 1990, The Associated General Contractors of America.

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

Submitted to:

Name City of Newberry

Address 25493 NW 1st Ave
Newberry, FL 32669

Telephone 352-472-2161

Project Name and Description (if applicable)

ITB 2026-13, SW 254th St Extension From SW 7th Ave to SW 10th Ave. Construction of new roadway section, sidewalks, stormwater drainage system, underground water main and associated work.

Contractor's General Business Information

Check If:

☑ Corporation ☐ Partnership ☐ Joint Venture ☐
Sole Proprietorship If

Corporation:

a. Date and State of Incorporation

1986, Florida

b. List of Executive Officers

Name	Title
Aaron Andrews	President
Blair Poole	Vice President

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

If Partnership: n/a

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

☐ General ☐ Publicly Traded

☐ Limited ☐ Other(describe):_____

Joint Venture n/a

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship: n/a

a. Date and State of Organization

b. Name and Address of Owner or Owners

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,© 1990, The Associated General Contractors of America.

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

I. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

- On Schedule 8, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

Name of Surety Company and name, address, and phone number of agent.

Waldorf Insurance & Bonding, Agent Ben French 352-374-7779
1110 NW 6th St
Gainesville, FL 32601

J. Is your organization a member of a controlled group of corporations as defined in I.RC. Sec. 1563

☐ **Yes** ☑ **No**

If yes, show names and addresses of affiliated companies.

N/A

Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

Has your organization ever failed to complete any construction contract awarded to it?
☐ Yes ☑ No If yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☑ No

If yes, describe circumstances on attachment. N/A

In the last five years, has your organization ever failed to substantially complete a project in a timely manner? ☐ Yes ☑ No

If yes, describe circumstances on attachment.

Indicate general types of work performed with your own work force.

Sitework, underground utilities

If required, can your organization provide a bid bond for this project? ☑ Yes ☐ No

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

I. What is your approximate total bonding capacity?

- ☐ $500,000 to $2,000,000
- ☐ $2,000,000 to 5,000,000
- ☐ $5,000,000 to $10,000,000
- ☒ $10,000,000 or more

Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Toolbox safety, monthly Safety meetings, OSHA 30, CPR & First Aid, Truck Safety Comp Person, Safety Manual & Haz Mat Communication Program

1. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank: Campus USA Credit Union

Address: 14759 NW 157th Ln
Alachua, FL 32615

Account Manager: Ariana Vonas

Telephone: 352-335-9090 x 12701

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

BY: [signature]

TITLE: Vice President

DATED: 10-23-26

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.00450-5

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and
SEE attached						

Schedule A

Completed Contracts

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 251,049.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Woodland Park Phase 1 Demolition Gainesville, FL Alachua County	Woodland Park Redevelopment 9400 S. Dadeland Blvd Miami, FL 33156
$ 60,865.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Zion Church Gainesville, FL Alachua County	Zion Evang. Luthrn Church 1700 NW 34th St Gainesville, FL 32605
$ 2,464,499.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Tioga Town Center Apts Gainesville, FL Alachua County	First Florida Constructors, LLC 31 NW 23rd St Miami, FL 33127
$ 542,336.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	DCI Gainesville Gainesville, FL Alachua County	Seakay Construction SE Corporation 1710 Costa Del Sol Boca Raton, FL 33432
1,017,576.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Harper's Pt Gainesille, FL Alachua County	Fairway Construction Co, Inc. 3290 Northside Parkway, Suite 300 Atlanta, GA 30327
$ 275,333.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Alpha Gamma Rho Gainesville, FL Alachua County	DE Scorpio Corporation 3911 W. Newberry Road Gainesville, FL 32607
$ 55,977.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Harper's Pt Landscaping Gainesville, FL Alachua County	Fairway Construction Co, Inc. 3290 Northside Parkway, Suite 300 Atlanta, GA 30327
$ 489,482.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Lozano Dental Gainesville, FL Alachua County	Oelrich Construction, Inc. 275 NW 137th Drive, Suite A Jonesville, FL 32669
$ 143,266.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Scooter's Coffee Shop Gainesville, FL Alachua County	Venture Construction Company 4005 Meeting Way High Point, NC 37265
$ 437,729.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Newberry Lift Station #1 Newberry, FL Alachua County	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 72,130.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	The Row Sitework Gainesville, FL Alachua County	KAST Construction Co, LLC 701 Northpoint Pkwy, Wuite 400 West Palm Beach, FL 33407

$ 299,063.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Tioga Parking Gainesville, FL Alachua County	Hankin Group 707 Eagleview Blvd Exton, PA 19341
$ 96,523.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Putz Property Alachua , FL Alachua County	John Putz 7045 NW 22nd St Gainesville, FL 32653
$ 134,667.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	The Row Early Package Gainesville, FL Alachua County	KAST Construction Co, LLC 701 Northpoint Pkwy, Wuite 400 West Palm Beach, FL 33407
$ 130,202.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	AT&T Paving Gainesville, FL Alachua County	Southern Atlantic Companies, LLC 11618 Columbia Park Drive East Jacksonville, FL 32258
$ 2,270,126.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Liv+ Gainesville Gainesville, FL Alachua County	Core Construction 1584 Metropolitan Blvd, #102 Tallahassee, FL 32608
509,333.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Progress Center Alachua, FL Alachua County	Joyner Construction Partners, LLC 7545 W University Ave, Suite B Gainesville, FL 32607
312,614.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Newberry LS #26 Forcemain Newberry, FL Alachua County	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 118,166.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Dr. Newsome Bell, FL Gilchrist County	Dr. William Newsome 1836 NW 30th Terrace Gainesville, FL 32605
$ 114,947.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Pam Loften Pavement Rehab Gainesville, FL Alachua County	School Board of Alachua County 3700 NW 53rd Ave Gainesville, FL 32609
$ 111,899.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Gator Student Housing Gainesville, FL Alachua County	Rabren General Contractors 306 Persimmon Drive Auburn, AL 36830
$ 104,697.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	UF IFAS Hague Dairy & Pond Alachua, FL Alachua County	University of Florida PO Box 116580 Gainesville, FL 32611
$ 79,891.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Oaks Square Gainesville, FL Alachua County	Oak Square Joint Venture 101 Plaza Real South, Suite 200 Boca Raton, FL 33432

$ 3,770,475.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Publix 1784 Gville West Gainesville, FL	McIntyre Elwell & Strammer 1645 Barber Rd Sarasota, FL
$ 1,254,625.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Sivance Gainesville, FL	CPPI 8200 NW 15th Place Gainesville, FL
$ 243,836.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic. Forcemain	2023	Newberry Forcemain Newberry, FL	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 983,364.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	City of Alachua Downtown Parking Alachua, FL	City of Alachua PO Box 9 Alachua, FL 32616-0009
$ 171,603.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	UF IFAS Hague Dairy & Pond Alachua, FL Alachua County	University of Florida PO Box 116580 Gainesville, FL 32611
779,651.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Caliber Capital Car Wash Gainesville, FL	M.E. Construction, Inc 7607 Coral Dr West Melbourne, FL 32904
300,992.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Gator Solutions Gainesville, FL	Gator Solutions 4577 NW 6th St, Suite B Gainesville, FL 32609
$ 71,677.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Lindsey Precast Clearing Alachua, FL	Lindsey Precast Concrete Products 13365 Southern Precast Dr Alachua, FL 32615
$ 153,694.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Oaks Square Continuation Gainesville, FL	Oak Square Joint Venture 101 Plaza Real South, Suite 200 Boca Raton, FL 33432
$ 613,192.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Baby Gator Gainesville, FL	Decker Construction 1503 NW 16th Ave Gainesville, FL 32605
$ 647,149.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Tom Petty Park Improvements Gainesville, FL	City of Gainesville PO Box 490 Gainesville, FL 32602
$ 224,683.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Arbours Demo Alachua, FL	Sauer, Inc 6621 Southpoint Dr. North, Suite 200 Jacksonville, FL 32216

$ 204,612.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	UF Track Renovation Gainesville, FL	Parrish McCall Constuctors, Inc PO Box 142002 Gaiensville, FL 32614
$ 61,139.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Gator Crossing Gainesville, FL	Old Florida Builders 12721 NW 202nd St Alachua, FL 32615
$ 807,636.11	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Newberry SW Watermain Newberry, FL	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 1,728,325.07	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Cox Building Gainesville, FL	Scherer Construction & Engineering 2504 NW 71st Place Gainesville, FL 32653
$ 161,460.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Main Street Urgent Care Alachua, FL	Maxus Construction Company 700 Southgate Drive Pelham, AL 35124
$ 78,090.00	Grading, Drainage, Flexible Paving	2024	Mill Creek Estates Alachua, FL	Mill Creek Estates PO Box 1252 Alachua, FL 32615
452,359.47	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Wawa #5438 Alachua Alachua, FL	iConstructors 201 North Franklin Street, Suite 1000 Tampa, FL 33602
$ 1,614,215.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Demolition, Maintenance of Traffic	2025	Arbours - Merrillwood Alachua, FL	Sauer, Inc 6621 Southpoint Dr. North, Suite 200 Jacksonville, FL 32216
$ 950,023.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Demolition, Maintenance of Traffic	2025	Extra Space Self Storage Gainesville, FL	Par Builders II, Inc. 1038 Belcher Rd. South Largo, FL 33771
$ 3,393,089.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	Santa Fe Crossings Alachua, FL	Alachua 441 235, LLC 496 South Hunt Club Blvd Apopka, FL 32703
$ 390,532.00	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Roadway Signage, Erosion Control, Underground Utilities,Demolition	2025	COA Water Quality & Resilience	SGS Contracting Services, Inc. PO Box 908 High Springs, FL 32655
$ 2,190,496.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	Goodwill Gainesville Gainesville, FL	Bush Construction Company 3741 Grant Rd. Jacksonville, FL 32207

$ 3,193,789.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	Eastside / GTEC Infrastructure Gainesville, FL	City of Gainesville PO Box 490 Gainesville, FL 32602
$ 215,075.00	Grading, Drainage, Flexible Paving,Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	COA subsurface Exp & Road Repair	City of Alachua PO Box 9 Alachua, FL 32616-0009
$ 449,660.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Maintenance of Traffic	2025	Chick Fil A 5989 Alachua FSU Alachua, FL	WH Bass, Inc. 11695 Johns Creek Parkway Johns Creek, GA 30097
$ 154,181.00	Grading, Drainage, Flexible Paving,Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2025	Oaks Square Gainesville, FL Alachua County	Oak Square Joint Venture 101 Plaza Real South, Suite 200 Boca Raton, FL 33432
$ 98,859.00	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2025	UF NUR North Lawn Gainesville, FL	Florida Green Keepers, LLC 1401 NW 53rd Ave Gainesville, FL 32609

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Completion	Reference/Contact Include Address & Phone
SEE attached						

Schedule B

Current Contracts

DOLLAR AMOUNT OF CONTRACT	CLASSES OF WORK	Estimated Competion Date	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 380,100.42	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2026	Children's Courtyard Gainesville, FL	Metrolina 3020 W Arrowood Rd, Ste 101 Charlotte, NC 28273
$ 676,998.00	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	Gainesville General Aviation Terminal Gainesville, FL	Imperial Construction 51 Commerce St, 2nd Floor Springfield, NJ 07081
$ 409,564.93	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	High Springs Convenience Store High Springs, FL	Cozy Retreat, LLC / Cantrell Construction 940 NW 251st Drive Newberry, FL 32669
$ 256,757.36	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	Pinesville Park Archer, FL	Scherer Construction & Engineering 2504 NW 71st Place Gainesville, FL 32653
$ 228,280.57	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2026	Tidal Wave Alachua, FL	Project Builders 2970 Clairmont Road NE Suite 1 Atlanta, GA
1,592,469.17	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	Williston Pointe Gainesville, FL	Royal American 1002 W 23rd St, Suite 400 Panama City, FL 32405

SCHEDULE C
PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
See attached				

Schedule C				
Key Personnel				
Name	**Position**	**Date Started with this organization**	**Date started in Construction**	**Prior Position and experience in construction.**
Aaron Andrews	President	1995	1995	With Andrews Paving, Inc. since 1995. Supervises all phases of site work construction projects, incl. employee management, subcontractor management & underground utilities installation. Certifications: Underground Utility License (2012); OSHA 30 Construction; OSHA 10 Hour Construction Safety; Competent Person Excavation & Trenching (1999, 2008); Qualified Stormwater Management Inspector (2004); DOT Safety Training (2001); OSHA Compliance & Workplace Safety (2009); Certified Armor-Tile Installer (2009); CPR.
Blair Poole	Vice President	1997	1997	With Andrews Paving, Inc. since 1997: CFO (2021–present), Office Manager (2004–present), Administrative Assistant (2002–2004), Part-Time Office Clerk (1997–2002). Developed workflow/process improvements in HR, payroll, AP/AR, contracts administration & construction job costing, enabling audited financials for FDOT. Prior non-construction role: Receptionist/Administrative Assistant, Santa Fe Community College (1999–2001). Certifications: Trench Shoring Safety in Excavation; 10 Hour OSHA Construction Safety & Health; OSHA Compliance & Workplace Safety; CPR & First Aid; Notary Public; Payroll Management CE; Payroll Law CE; Sales & Use Tax; Construction Contracts & Purchase Orders in Florida; QuickBooks Levels 1–3; MS Excel & Outlook Levels 1–2; Business Skills Financial Management Training.
C n	Project Manager	2026	2001	Senior Roadway Inspector, Alachua County Public Works (2025–2026): inspection & materia tracking for milling/resurfacing, base work, drainage, curb & gutter, signals, sidewalks, signage & striping; issues utility permits. Senior Roadway Inspector, ICE Engineering (2023–2025): 1.6 mi of SR 228 ($5.9M). Project Manager/Estimator, John C Hipp Construction (2019–2023): estimating, PM, staff, scheduling, vendors, pay apps, change orders, POs, 8-truck fleet & HR. Project Manager, Coleman Construction (2013–2019): bids, scheduling, subcontracts, pay apps, change orders, RFIs; projects up to $2.3M. Senior Lead Consultant Inspector, CHW (2011–2013). FDOT Roadway Construction Inspector (2009–2011). QC Technician, Universal Engineering (2008–2009) & Asphalt Technologies (2004–2008). QC & VT Technician, Cal-Tech Testing (2001–2004). Extensive FDOT project experience (SR 20, SR 26, SR 24, SR 500, US 441, I-10, etc.). Certifications: ACI Field Testing Technician Level 1; Concrete Field Technician Level 1; Earthwork Construction Inspection Levels 1 & 2; Asphalt Roadway Inspection Levels 1 & 2; Final Estimates Level 1; Advanced MOT; Plans Reading.

Donald G. Hygema	Lead Superintendent	2024	1982	Over 40 years of construction experience. Lead Superintendent, Andrews Paving, Inc. (09/2024–present): leads construction operations; manages field crews, subcontractors, materials & equipment scheduling; enforces safety & jobsite inspections; oversees site prep, underground utilities, grading, paving & final turnover. Lead Superintendent, Sauer Construction, Jacksonville (05/2018–09/2024): supervised commercial & government projects from preconstruction through completion; managed subcontractors/vendors; stormwater & OSHA compliance; scheduling & progress reports in Microsoft Project. Superintendent, The Auchter Company, Jacksonville (1982–2005): commercial, industrial & public projects; quality control, daily field operations, safety & mentoring of superintendents/foremen. Certifications: Stormwater Certification; OSHA 30-Hour.
Marvin Joseph (Joey) White, Jr.	Superintendent	2002	1987	Superintendent/Foreman, Andrews Paving, Inc. (11/2002–present): supervises all phases of site work construction projects, incl. employee & subcontractor management, underground utility installation & inspections (e.g., West University Lofts, Orthopedic Institute, DOT Materials Research, UF Harn Museum, UF Lift Station #2). Superintendent, Encore Construction Co., Winter Garden (04/1999–11/2002): roadwork/dirt work, concrete, rebar, wells, piping & subcontractor supervision on water/wastewater treatment plants. Foreman, Beach Construction Co., Gainesville (02/1994–02/1999): water plant & sanitary piping projects. Laborer/Foreman, Koblar Construction Co., Gainesville (1987–1994): laborer from 1987, foreman for concrete formwork 1992–1994. Certifications: FDOT MOT Intermediate (Cert #3854); Competent Person – OSHA Excavation; OSHA 10; OSHA 30; Heartsaver First Aid.
Ryan Parks	Estimator	2023	2002	Project Manager/Estimator, Andrews Paving, Inc. (05/2023–present): manages civil projects on tight deadlines; coordinates teams to deliver on time and within budget; estimating civil projects over $6 million. Project Manager/Estimator, Charles Perry Partners, Inc., Gainesville (09/2019–09/2022): project management; estimating civil projects over $15 million. Construction Superintendent, P.W. Norfleet Construction, Gainesville (08/2017–09/2019): coordinated architects, engineers, owners, subcontractors & suppliers; monitored subcontractor performance & contract compliance; inspected work against drawings/specs. Project Manager, Westwind Contracting, Inc., Palm Coast (08/2009–05/2015). Construction Superintendent, Westwind Contracting, Inc., Fort Myers (10/2002–04/2007): subcontractor oversight, scheduling & materials delivery coordination. Certifications: Certified General Contractor License CGC1525657.

Raciel Hernandez	Superintendent	2023	1994	Over 29 years in construction specializing in sitework, underground utilities & road construction; bilingual (English/Spanish). Superintendent, Andrews Paving, Inc. (06/2023–present): supervises full-site construction & underground utility projects; manages crews for clearing, utilities, grading, road prep & asphalt paving; operates Leeboy 8510 & Weiler P385 pavers; GPS layout/grade verification (Carlson, Topcon); safety meetings, scheduling & jobsite documentation. Supervisor, Professional Equipment Corp, Miami (06/2015–06/2023): directed crews of 6–10 on commercial projects; scheduling, inspections & progress meetings. Pipe Foreman, The Redland Company, Homestead (12/2012–05/2015): supervised water, sewer & drainage pipeline installations and heavy equipment excavation. Pipefitter/Pipe Foreman, Plumbers Enterprise Corp, Miami (01/1994–05/2012): pipeline installation/repair, welding, hydrostatic testing, trenching & apprentice training. Certifications: Florida Utility & Excavation Contractors License; OSHA 40-Hour.
Leon Bernardo	GPS Modeling Engineer	2008	2001	GPS Modeling Engineer, Surveying & Quality Control Leader, Andrews Paving, Inc. (2021–present). Equipment Operator, Foreman & Superintendent, Andrews Paving, Inc. (2008–2021). Equipment Operator, Coleman Construction, Inc. (2004–2008): operated motor grader, dozer, loader & track hoe. Equipment Operator, Watson Construction, Inc. (2001–2004).

2026 FLORIDA PROFIT CORPORATION ANNUAL R

DOCUMENT# J34396

Entity Name: ANDREWS PAVING, INC.

Current Principal Place of Business:

6327 N W 123RD PLACE
GAINESVILLE, FL 32653

Current Mailing Address:

6327 N W 123RD PLACE
GAINESVILLE, FL 32653 US

FEI Number: 59-2726877

FILED
Apr 13, 2026
Secretary of State

3039283773CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

POOLE, BLAIR ANDREWS
13576 NW 222ND LANE
ALACHUA, FL 32615 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BLAIR POOLE 04/13/2026

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	ANDREWS, RONALD F.
Address	11328 NW 136TH STREET
City-State-Zip:	ALACHUA FL 32615

Title	PRESIDENT, DIRECTOR
Name	ANDREWS, AARON
Address	15602 NW CR 1491
City-State-Zip:	ALACHUA FL 32615

Title	VP, DIRECTOR, TREASURER
Name	BLAIR, POOLE
Address	13576 NW 222ND LANE
City-State-Zip:	ALACHUA FL 32615

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BLAIR POOLE VP 04/13/2026

Electronic Signature of Signing Officer/Director Detail — Date



Previous on List Next on List Return to List

Fictitious Name Search

Submit

No Filing History

Fictitious Name Detail

Fictitious Name

ANDREWS CONSTRUCTION, INC.

Filing Information

Registration Number	G24000138770
Status	ACTIVE
Filed Date	11/13/2024
Expiration Date	12/31/2029
Current Owners	1
County	ALACHUA
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

6327 NW 123RD PLACE
GAINESVILLE, FL 32653

Owner Information

ANDREWS PAVING, INC.
6327 NW 123RD PLACE
GAINESVILLE, FL 32653
FEI/EIN Number: 59-2726877
Document Number: J34396

Document Images

11/13/2024 -- Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search

Submit

No Filing History

Florida Department of State, Division of Corporations

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER ADDRESS	CLASS OF WORK MATERIAL
(1)	Rose Paving	Striping & Signage
(2)	W.W. Whitehurst	Paving
(3)	Curb Systems	Concrete
(4)	Ferguson or Staline	Pipe & Fittings supplier
(5)		
(6)		
(7)		

BIDDER: Andrews Paving, Inc. DBA Andrews Construction, Inc.

By: [signature]

Name: Blair Poole

Title: Vice President

Date: 10-23-2026

SECTION 00451

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Alachua

Before me, the undersigned authority, personally appeared Blair Poole, who, being by me first duly sworn, made the following statement:

1. The business address of Andrews Paving, Inc DBA Andrews Construction, Inc.
(firm name of Bidder/Contractor)

is 6327 NW 123rd Place, Gainesville, FL 32653.

2. My relationship to Andrews Paving, Inc. DBA Andrews Construction, Inc.
(firm name of Bidder/Contractor)

Is Vice President (relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is .

A copy of the order of the Division of Administrative Hearings is attached to this statement.
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the day of Oct 26, 2026.

Notary Public

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

(affix seal)

3/16/2027
My commission expires

SE)430
BID BOND

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ 0
2. Special Shoring	$ 0

Identify method of compliance for Item#1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item#2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Andrews Paving, Inc. DBA Andrews Construction, Inc.

By: _____

Name: Blair Poole

Title: Vice President

Sworn to and subscribed before me this 26 day of Oct, 2026.

Allison M. Wood
Notary Public

My Commission Expires: 3/16/2027

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

NEWBERRY Florida
Established 1895

25493 NW 1st Ave
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

CERTIFICATION OF BIDS

ITB 2026-13 City of Newberry SW 254th Street Extension Bid Opening Meeting

I hereby certify that on October 27, 2026, at 2:00 pm EST on Microsoft Teams Webinar Bid Opening, https://events.teams.microsoft.com/event/ba1f44a3-7b96-4f2f-a051-c6b43c14af0a@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb, in a properly advertised public meeting, Stephanie Puhalla, Purchasing Specialist, called for opening and receiving of proposals.

Bidder	Bid	Alternate
Coleman Construction Inc	338,328.30	-0-
Watson Construction Comp. LLC	$253,000.81	$ -0-
Andrews Paving Inc	$225,528.00	$ -0-
Art Walker Construction Inc	$294,316.00	$ -0-
Hicks Asphalt Paving & Concrete	326,711.00	$ -0-
John C Hipp Construction	$349,879.78	$ -0-
Pinnacle Site Solutions	$287,203.42	$ -0-
Wilks Site Prep. Inc	202,524.21	-0-

Bids were referred to staff for review, compliance, and final bid tabulations.

Bid opening witnessed by: _____ 10/27/2026.

Public attended as indicated on the sign-in sheet.

Stephanie Puhalla
Purchasing Specialist

McKinney Construction of North FL. 423,450.30 -0-

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

FORM OF AGREEMENT
BETWEEN OWNER AND
CONTRACTOR
FOR CONSTRUCTION
CONTRACT (STIPULATED
PRICE)

THIS AGREEMENT is by and between City of Newberry, Florida, a municipal corporation("Owner") and Andrews Paving, Inc., a Florida Profit Corporation, authorized to do business in the State of Florida, whose address is 6327 N W 123RD PLACE, GAINESVILLE, FL 32653 ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work is generally described as, but not necessarily limited to, furnishing all labor, materials, equipment, tools, and services and performing all work necessary to provide the Owner with Construction of new and modified facilities as are shown on the Drawings and as specified in the solicitation. All work should be in accordance with the Construction Drawings, Specifications, and Contract Documents.

The Work includes construction of a new roadway section of SW 254th Street between SW 7th Avenue and SW 10th Avenue, together with sidewalk, stormwater drainage system, and an underground water main installed along the west side of the improvements. The Work further includes asphalt paving, roadway pavement striping, signage meeting Florida Department of Transportation (FDOT) standards, and erosion prevention and stormwater management measures sufficient to maintain compliance with the 10/2 Suwannee River Water Management District permit throughout construction.

ARTICLE 2 – THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construct SW 254th Street Extension in Newberry, Alachua County, Florida. The Project includes roadwork and shoulder work for SW 254th Street beginning at SW 7th Avenue to the intersection with SW 10th Avenue and SW 253rd Terrace, a distance of 290.48 feet, including earthwork for the construction of roadway and drainage; roadway construction; stormwater pollution prevention and erosion and sediment control measures; installation of 8-inch PVC water main and related utility work; open cut pavement repair;

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

signing; pavement markings; relocation/removal of existing signage and fencing where shown; sodding and restoration of disturbed areas; maintenance of traffic; testing and coordination; and all related Work shown or indicated in the Construction Drawings.

2.2 The Project has been designed by Locklear & Associates, Inc. (Engineer), which may act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Locklear & Associates, Inc., 210 SW 4th Avenue, Gainesville, Florida 32601 ("Engineer"). Engineer will assume all duties and responsibilities, and will have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions (Contractor acknowledges that it has had the opportunity to review the General Conditions), and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.3 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph (4.1) above and that Owner will suffer financial or other loss if the Work is not completed within the times specified in Paragraph (4.2) above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph (4.2) above for completion and readiness for final payment until the Work is completed and ready for final payment. *** Contractor will not be responsible for delays that are beyond its control. Force Majeure events, such as acts**

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

of God, war, acts of terrorism, epidemics, acts of government authorities, such as expropriation, and changes in laws and regulations are all delays beyond control. *

ARTICLE 5 – GRANT *(Not Used)*
ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Owner shall pay the Contract Price as set forth in Contractor's Bid. However, Contractor agrees that the Contract Price may be reduced, at the discretion of Owner, in accordance with the City of Newberry's Owner Direct Purchase Program ("ODP Program"), more particularly described in Chapter 5 of the City of Newberry's Purchasing Policy currently in effect, which is incorporated herein by reference.

C. Payment and retainage shall be administered in accordance with the Local Government Prompt Payment Act, Sections 218.70–218.80, Florida Statutes.

6.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

   a. 95 percent of Work completed (with the balance being retainage). No additional amounts shall be withheld unless otherwise expressly permitted pursuant to Section 218.735,
   Florida Statutes; and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion, except as otherwise prohibited under Section 218.735, Florida Statutes.

6.3 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR

8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on
(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

Contents

A. The Contract Documents consist of the following:

1. Advertisement for Bidders.
2. Instructions for Bidders.
3. Summary of Work
4. Bid Form
5. Qualification Statement
6. City Form (CF-1 to CF6) Affidavits
7. This Agreement.
8. Performance bond.
9. Payment bond.
10. Other bonds.
11. General Conditions.
12. Supplementary Conditions.
13. Construction Drawings
14. Permit Plans
15. Referenced Specifications, Standards, Drawings, and Permits
16. Addenda (if applicable)
17. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid.

    b. Documentation submitted by Contractor prior to Notice of Award.

18. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice of Award (00510).

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

b. Notice to Proceed (00550).

c. Contractor's Application for Payment (00620).

d. Certificate of Substantial Completion (00625).

e. Request for Information (00932).

f. Shop Drawing/Submittal Log and Control Sheet (00936).

g. Shop Drawing/Submittal Control Form (00937).

h. Notice of Noncompliance (00938).

i. Certificate of Guarantee (00939).

j. Work Change Directive (00940).

k. Change Order (00941).

l. Construction Field Order (00942).

m. Contractor's Release (00943).

n. Surety's Release for Final Payment (00944).

o. Proposed Contract Modification (00945).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (a) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non- competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 Choice of Law

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

10.7 Venue

Venue for any action to enforce this contract shall be in Alachua County.

10.8 Sovereign Immunity

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Notwithstanding any other provision set forth in this contract, nothing contained in this Agreement shall be construed as a waiver of the Owner's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the Owner's potential liability under state or federal law. As such, the Owner shall not be liable under this contract for punitive damages or interest for the period before judgment. Further, the Owner shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this contract.

10.9 Public Records

Pursuant to Section 119.0701, Florida Statutes, the parties agree to the following:

A. During the term of this Agreement, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records required by the Owner to perform this service; (2) Upon request from the Owner, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost allowed by law, (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner; (4) Upon completion of the contract, Contractor will transfer, at no cost, all public records to the Owner, or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers to the Owner all public records upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

B. The Contractor shall keep and make available to the Owner for inspection and copying, upon written request by the Owner, all records in the Contractor's possession relating to this Agreement. Any document submitted to the Owner may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

unless exempted under Chapter 119, Florida Statutes.

C. During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the Owner shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

D. The Owner shall promptly notify the Contractor in writing of any request received by the Owner for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the Owner, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the Owner, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the Owner from all claims and damages related to any disclosure of documents by the Owner.

E. If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the Owner that a demand has been made to disclose the Contractor's Confidential Information,

F. then the Contractor waives its claim is Confidential Information and releases the Owner from claims or damages related to the subsequent disclosure by the Owner.

G. A request to inspect or copy public records relating to this Agreement must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Consultant must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time.

H. If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement and the Owner shall enforce this Agreement and the Contractor may be subject to penalties pursuant to Chapter 119.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

I. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-472-2446, OR CITY CLERK, CityClerk@newberryfl.gov, 25493 NW 1ST AVENUE, NEWBERRY, FL 32669.**

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

E-Verify Requirements:

Pursuant to Section 448.095, Florida Statutes, Contractor and its subcontractors shall, register with and use the U.S. Department of Homeland Security's E-Verify system to verify work authorization status of all employees hired during the term of this Contract and must, upon request, provide evidence of compliance with this provision.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section

Human Trafficking:

Pursuant to §787.06(14), Florida Statutes, when this Agreement is executed, renewed, or extended the Contractor must provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services. To comply, the Contractor shall complete and submit the Human Trafficking Affidavit included in the bid documents.

Diversity, Equity, and Inclusion (DEI):

Pursuant to Section 287.139, Florida Statutes, Contractor certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Contractor acknowledges that this certification is a

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

material representation upon which the City has relied in entering into this Agreement. Contractor shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

Scrutinized Companies:

Pursuant to Florida Statute Section 287.135, Contractor certifies at the time it submits a bid or proposal for a contract or before the Contractor enters into or renews a contract with the City for goods or services of any amount, that the Contractor is not participating in a boycott of Israel. Any contract for goods or services, regardless of amount, entered into or renewed on or after July 1, 2025, may be terminated at the option of the City if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Pursuant to Florida Statute Section 287.135, Contractor certifies at the time it submits a bid or proposal for a contract or before the Contractor enters into or renews a contract with the City for goods or services of $1 million dollars or more, that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria.

Any contract for goods or services of $1 million dollars or more entered into or renewed on or after July 1, 2018, may be terminated at the option of the City if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List, been engaged in business operations in Cuba or Syria, or has been placed on a list pursuant to Florida Statute 215.473, relating to scrutinized active business operations in Iran.

Insurance Requirements

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the City of Newberry, a stipulation will be made in the contract or purchase order that requires contractors,

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Newberry. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least $1,000,000 each accident and $1,000,000 each employee/$1,000,000 policy limit for disease. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers' liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS
The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE
1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the CITY OF NEWBERRY, Florida 25493 NW 1st Avenue, Newberry, Florida 32669. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.
2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.
3. If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES
Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on (which is the Effective Date of the Agreement).

OWNER: City of Newberry, Florida,
a municipal corporation

CONTRACTOR: Andrews Paving, Inc. DBA Andrews Construction Inc

Signed by:
Blair Poole
CA972434581C40A...

Title: City Manager Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Attest:

Title: Title:

Address for giving notices:

Address for giving notices:

General Info

Total:

$225,528.00

Number

Invitation to Bid 2026-03, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

Deadline

10/27/2026 02:00 PM EDT

Vendor

Andrews Paving, Inc.

Submitted

10/26/2026 03:21 PM EDT

Signed by

Ryan Parks
Account Holder Ryan Parks

Opened

10/27/2026 02:03 PM EDT **By** ahagan@newberryfl.gov

Description

The City of Newberry, Florida ("Owner") is inviting Bidders to electronically submit sealed bids for ITB 2026-
Street Extension from SW 7th Avenue to SW 10th Avenue.

PURPOSE: The services may include, but are not necessarily limited to, furnishing all labor, materials, equip
and services, and performing all work necessary to provide the Owner with the construction of a new roadw
shown on the Drawings and as specified in this solicitation. All work shall be in accordance with the Constru
Specifications, and Contract Documents.

Bids must be submitted by Tuesday, October 27, 2026, 2:00 PM ET
Bidding Documents may be obtained electronically at no cost by registering for Bid Express through the follo

https://www.bidexpress.com/businesses/88473/home

A non-mandatory pre-bid conference will be held on Tuesday, October 6, 2026, 10:00 AM ET at the City of
Hall, Commission Chambers, 25493 NW 1st Avenue, Newberry, Florida 32669. Bidders are encouraged to a
attendance is not required to submit a Bid. Attendees may join by accessing the link below at the stated dat

https://events.teams.microsoft.com/event/
eacf5230-0750-43db-9aa9-da42c9a4470f@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacy

Attendance at the in-person Site visit is encouraged but not mandatory and will be held on Tuesday, Octobe
immediately following the conclusion of the non-mandatory pre-bid conference. Site visit attendees shall mee
Hall, Commission Chambers prior to visiting the site.

Questions should be submitted to the Owner through Bid Express only. Questions will be accepted through
October 13, 2026, 2:00 PM ET.

Bids will be opened and read aloud at a virtual Public Bid Opening on Tuesday, October 27, 2026, 2:00 PM
members of the public may attend the Public Bid Opening. Attendees may join by accessing the link below a
date and time:

https://events.teams.microsoft.com/event/ba1f44a3-7b96-4f2f-
a051-c6b43c14af0a@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacyShareLinkDialog

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes
responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents
Documents or any portion thereof provided by third parties, or for modifications to the Bidding Documents no
official Addenda, including electronic conversion. Bid security in the amount of 5 percent of the Bid must acc
Bid in accordance with the Instructions to Bidders.

All dates specified herein are tentative and subject to change at the discretion of the Owner

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Important Dates at Time of Advertising

Meeting Name	Date & Time	Location
Non-Mandatory Pre-Bid Meeting	Tuesday, October 6, 2026, 10:00 AM ET	Microsoft Teams Webinar / City Hall
Non-Mandatory In-Person Site Visit	Tuesday, October 6, 2026, following Pre-Bid Meeting	City Hall, 25493 NW 1st Avenue, Newberry, Florida 32669
Question Period Ends	Tuesday, October 13, 2026, 2:00 PM ET	Bid Express Only
Bidding Period Ends	Tuesday, October 27, 2026, 2:00 PM ET	Bid Express Only
Bid Opening Workshop	Tuesday, October 27, 2026, 2:00 PM ET	Microsoft Teams Webinar (Below)

Meeting Webinar Links

Non-Mandatory Pre-Bid Meeting
Tuesday, October 6, 2026, 10:00 AM ET, Microsoft Teams Webinar

Non-Mandatory In-Person Site Visit

Tuesday, October 6, 2026, immediately following the conclusion of the non-mandatory pre-bid conference. Site visit attendees shall meet at the City Hall, Commission Chambers prior to visiting the site.

Bid Opening Meeting
Tuesday, October 27, 2026, 2:00 PM ET, Microsoft Teams Webinar

Attachment List

ITB_2026-13_SW_254th_St_Ext Final.pdf (1.15 MB)
ITB_2026-13_SW_254th_St_Ext Final.pdf

ITB_2026-13_Referenced_FDOT_Specifications.pdf (101 KB)
ITB_2026-13_Referenced_FDOT_Specifications.pdf

3-SW 254TH STREET EXTENSION - 100% CONST DOCS - 2026.08.19.pdf (14 MB)
Exhibit 1 SW 254th Street Extension Construction Plans

2-SW 254TH STREET EXTENSION - PERMIT PLANS - 2026.06.03.pdf (14.1 MB)
Exhibit 2 - SW 254th Street Extension Permit Plans including
Boundary and Topographic Surveys

1-P0080191-095-DSGP (Newberry SW 254th St Water Main Extension).pdf (232 KB)
Exhibit 3 Florida Department of Environmental Protection General
Permit

2026-13 Addendum No 1.pdf (290 KB)
ITB 2026-13 Addendum No 1

Bid Form

Attachments to this Bid

Bidder shall include the following documents with completed and signed Bid Form:

1. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
2. Tabulation of Subcontractors and Suppliers (Section 00431).
3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
4. Contractor's License :_.
5. Addendum Acknowledgement
6. Conflict of Interest Disclosure Form
7. E-Verify Form
8. Scrutinized Companies Certification
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
10. Human Trafficking Affidavit;
11. Florida Trench Safety Act Certification (Section 00440).
12. Construction Contractor's Qualification Statement for Engineered Construction
13. Sworn Statement under Section 133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
14. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
15. Non-collusion Affidavit (Section 00453).
16. Drug-Free Workplace Certificate (Section 00454).
17. List of Proposed Suppliers;
18. List of at least three (3) references for comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address."

Total Bid Price

Bidders to include pricing information as provided in Article 6 of the Bid Form.

Bid Table

$225,528.00

Item Number	Description	Quantity	Units	Price	Extension
Alternates are not included in bid total.					
101-1	MOBILIZATION	1.000	LS	$35,000.00	$35,000.00
102-1	MAINTENANCE OF TRAFFIC	1.000	LS	$16,980.00	$16,980.00
104-10	SEDIMENT BARRIER	620.000	LF	$3.50	$2,170.00
110-1	CLEARING & GRUBBING (APPROX 18208 SF)	0.418	AC	$11,961.72	$5,000.00
120-1	REGULAR EXCAVATION	730.000	CY	$10.50	$7,665.00
120-4	SUBSOIL EXCAVATION AND BACKFILL	447.000	CY	$11.00	$4,917.00
570-1-2	PERFORMANCE TURF - SOD	1,065.000	SY	$10.00	$10,650.00
120-6	TYPE B STABILIZATION	934.000	SY	$6.00	$5,604.00
285-704	OPTIONAL BASE GROUP 4 (6” LIMEROCK)	768.000	SY	$35.00	$26,880.00
334-1-52	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG76-22	64.000	TN	$308.50	$19,744.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4” THICK	193.000	SY	$68.00	$13,124.00
700-1-111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	8.000	AS	$550.00	$4,400.00
700-1-500	SINGLE COLUMN GROUND SIGN ASSEMBLY,	1.000	AS	$750.00	$750.00
					Total: $225,528.00

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item Number	Description	Quantity	Units	Price	Extension
	RELOCATE				
706-1-3	RAISED PAVMT MARKER, TYPE B	14.000	EA	$10.00	$140.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	60.000	LF	$5.50	$330.00
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6”	940.000	LF	$1.30	$1,222.00
1050-31208	UTILITY PIPE – POLYVINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8”	1,200.000	LF	$27.00	$32,400.00
1050-31206	UTILITY PIPE-POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	12.000	LF	$33.50	$402.00
1080-21108	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 8”	3.000	EA	$2,730.00	$8,190.00
1080-23108	UTILITY FIXTURE-TAPPING SADDLE/ SLEEVE, FURNISH & INSTALL, 8"	1.000	EA	$5,265.00	$5,265.00
				Total:	**$225,528.00**

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item Number	Description	Quantity	Units	Price	Extension
1055-51212	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL TEE, 12"	1.000	EA	$1,311.00	$1,311.00
1055-51208	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL TEE, 8"	3.000	EA	$956.00	$2,868.00
1055-51108	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL ELBOW, 8”	4.000	EA	$403.00	$1,612.00
1080-29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8”	5.000	EA	$118.00	$590.00
1080-23106	UTILITY FIXTURE-TAPPING SADDLE/ SLEEVE, FURNISH & INSTALL, 6"	1.000	EA	$4,760.00	$4,760.00
1080-21106	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 6"	2.000	EA	$1,365.00	$2,730.00
1055-51308	UTILITY FITTINGS, DUCTILE IRON/ CAST IRON, FURNISH & INSTALL REDUCER, 8"	2.000	EA	$350.00	$700.00
					Total: $225,528.00

Item Number	Description	Quantity	Units	Price	Extension
1644111-08	FIRE HYDRANT, F&I, STANDARD, 1 HOSE, 6"	2.000	EA	$4,762.00	$9,524.00
0425-5	MANHOLE, ADJUST (RESET EXISTING 4" SANITARY CLEANOUT)	1.000	EA	$600.00	$600.00
					Total: $225,528.00

Required Document List

Name	Omission Terms	Submitted File
A. 00 43 13 Bid Bond OR Required Bid security in the form of Attach Bid Bond.		Bid Bond 10.23.2026.pdf
B. 2. Tabulation of Subcontractors and Suppliers (Section 00431). Attach 2. Tabulation of Subcontractors and Suppliers (Section 00431).		Subcontractors and Suppliers.pdf
C. 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids Attach 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids		Qualification Statement for Engineered Construction.pdf
D. 4. Contractor’s License Attach Bidder’s Certified General Contractor’s license for the State of Florida.		CGC1525657.pdf
E. 5. Addendum Acknowledgement Attach Addendum Acknowledgement		Addendum Acknowledgement (2).pdf
F. 6. Conflict of Interest Disclosure Form Attach Conflict of Interest Disclosure Form		Conflict of Interest Disclosure (2).pdf
G. 7. E-Verify Form Attach E-Verify Form		E-verify.pdf
H. 8. Scrutinized Companies Certification		Scrutinized Company Cert.pdf
18 Required Documents		

Name	Omission Terms	Submitted File
Attach Scrutinized Companies Certification		
I. 9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form Attach Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form		Cert Regarding Debarment.pdf
J. 10. Human Trafficking Affidavit Attach Human Trafficking Affidavit		Human Trafficking Affidavit.pdf
K.11. Florida Trench Safety Act Certification (Section 00440). Attach Florida Trench Safety Act Certification (Section 00440).		Trench Safety.pdf
L. 12. Construction Contractor's Qualification Statement for Engineered Construction Attach Construction Contractor's Qualification Statement for Engineered Construction		Qualification Statement for Engineered Construction.pdf
M. 13. Sworn Statement under Section 133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451). Attach Sworn Statement under Section 133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).		Sworn Statement.pdf
O. 14. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452). Attach Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).		Bidder's Statement of Disputes.pdf
P. 15. Non-collusion Affidavit (Section 00453). Attach Non-collusion Affidavit (Section 00453).		Non-collusion Affidavit.pdf
Q. 16. Drug-Free Workplace Certificate (Section 00454). Attach Drug-Free Workplace Certificate (Section 00454).		Dru-Free Workplace.pdf
R. 17. List of Proposed Suppliers; Attach List of Proposed Suppliers;		Subcontractors and Suppliers.pdf
S. 18. List of at least three (3) references for comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address." Attach 18. List of at least three (3) references for		References and Completed Projects.pdf
18 Required Documents		

Name	Omission Terms	Submitted File
comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address.”		
18 Required Documents		

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

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

BIDDER *(Name and Address)*:
Andrews Paving, Inc dba Andrews Construction, Inc.

6327 NW 123rd Place, Gainesville, FL 32653

SURETY *(Name and Address of Principal Place of Business)*:

Great American Insurance Company

301 E Fourth Street, Cincinnati, OH 45202

OWNER *(Name and Address)*:

City of Newberry

25493 NW 1st Avenue, Newberry, FL 32669

BID

Bid Due Date: 10/27/2026

Description *(Project Name and Include Location)*: ***ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue***

BOND

Bond Number: TBD

Date *(Not earlier than Bid due date)*: TBD

Penal sum

FIVE Percent of amount bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative

BIDDER	**SURETY**
Andrews Paving, Inc dba Andrews Construction, Inc.	Great American Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Blair Poole Print Name	Benjamin H. French Print Name
Vice President Title	Attorney-in-Fact & Fla. Resident Agent Title
Attest: Allison M. Wood Signature	Attest: Rebekah Sharp Signature
Title	Title Account Executive

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures', if necessary.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00430
BID BOND

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal] sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
3.2 All Bids are rejected by Owner, or
3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than NINE

No. 0 22603

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BENJAMIN H. FRENCH	REBEKAH F. SHARP	GAINESVILLE, FLORIDA	ALL
PAUL A. LOCASCIO	TRAVA RIDLON	GAINESVILLE, FLORIDA	UNLIMITED
L. DALE WALDORFF	K. WAYNE WALKER	FORT WALTON BEACH, FLORIDA	
J.E.S. WEBB		FORT WALTON BEACH, FLORIDA	
WILLIAM S. NEILL		FAIRHOPE, ALABAMA	
BRENDA NEILL		FAIRHOPE, ALABAMA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company. and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27 day of October , 2026 .

Assistant Secretary

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

City of Newberry

ITB NO. 2026-13

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED n/a

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Authorized Signature: [signature]

Printed Name: Blair Poole

Title: Vice President

Date: 10-26-26

It is the responsibility of the bidder to ensure addendum are acknowledged, if issued.

Please review Bid Express at https://www.bidexpress.com/businesses/88473/home?agency=true prior to submitting the bid to ensure that any issued addenda are acknowledged.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

Project	Name and Address of Owner or Engineer	Name and Phone of Owner or Engineer Representative	Date of Contract	Amount	Status

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

City of Newberry

ITB NO. 2026-13

Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion Form

(1) The prospective Vendor, Andrews Paving, Inc. DBA Andrews Construction, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARKS, PATRICK RYAN

ANDREWS PAVING, INC.
6327 NW
123RD PLACE
GAINESVILLE FL 32653

LICENSE NUMBER: CGC1525657

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Item #7.

Page 126

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

City of Newberry

ITB NO. 2026-13

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Newberry Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO ✓

NAME(S)	POSITION(S)

Name of Firm: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Authorized Signature:

Printed Name: Blair Poole

Title: Vice President

Date: 10-26-26

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Andrews Paving, Inc. DBA Andrews Construction, Inc. (Print or Type Name of Firm)

- ☑ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- ☑ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
- ☑ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ☑ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ☑ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ☑ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

10/26/26
Date Signed

State of: FL

County of: Alachua

Sworn to and subscribed before me this day of 10/26, 2026.

Personally known or Produced Identification _____
(Specify Type of Identification)

Allison M. Wood
Signature of Notary

My Commission Expires 3/16/2027

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

City of Newberry

ITB NO. 2026-13

E-VERIFY REQUIREMENTS

1. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the
   U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

2. Subcontractors
   a. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   b. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   c. Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. Failure to comply with this provision is a material breach of the Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services.

4. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http://www.uscis.gov/everify) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 59-2726877

Legal Name of Respondent: Andrews Paving, Inc.

Authorized Representative(s): Blair Poole

Signature Print Name/Title: _____, Blair Poole, Vice President

Date: 10-26-26

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of Newberry, herein called the "Owner."

Pursuant to bidding requirements for the work titled "ITB 2026-13, SW 254th St extension from SW 7th Ave to SW 10th Ave,"
the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Alachua

Blair Poole, being first duly
(Officer's Name)

sworn, deposes, and says that:

9 He\She is Vice President (officer's title) of Andrews Paving, Inc. DBA Andrews Construction, Inc. (company name), the Bidder that has submitted the attached bid;

10 He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

11 Such bid is genuine and is not a collusive or sham bid;

12 Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Newberry or any person interested in the proposed contract; and

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00453
NONCOLLUSION AFFIDAVIT

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

(Signed) _____

Blair Poole

Subscribed and sworn to before me
this 26 day of Oct, 2026

_____
Notary Public

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

My commission expires 3/16/2027

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract- specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers American Consulting Engineers Council American Society of Civil Engineers Construction Specifications Institute

Submitted by:

Name of Organization: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Name of Individual: Blair Poole

Title: Vice President

Address: 6327 NW 123rd Place
Gainesville, FL 32653

Telephone: 386-462-7115

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, r,_ 1990, The Associated General Contractors of America.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

Submitted to:

Name City of Newberry

Address 25493 NW 1st Ave
Newberry, FL 32669

Telephone 352-472-2161

Project Name and Description (if applicable)

ITB 2026-13, SW 254th St Extension From SW 7th Ave to SW 10th Ave. Construction of new roadway section, sidewalks, stormwater drainage system, underground water main and associated work.

Contractor's General Business Information

Check If:

☑ Corporation ☐ Partnership ☐ Joint Venture ☐
Sole Proprietorship If

Corporation:

a. Date and State of Incorporation

1986, Florida

b. List of Executive Officers

Name	Title
Aaron Andrews	President
Blair Poole	Vice President

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

If Partnership: n/a

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

☐ General ☐ Publicly Traded

☐ Limited ☐ Other(describe):_____

Joint Venture

a. Date and State of Organization n/a

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship: n/a

a. Date and State of Organization

b. Name and Address of Owner or Owners

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

I. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

- On Schedule 8, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

Name of Surety Company and name, address, and phone number of agent.

Waldorf Insurance & Bonding, Agent Ben French 352-374-7779
1110 NW 6th St
Gainesville, FL 32601

I. Is your organization a member of a controlled group of corporations as defined in I.RC. Sec. 1563

☐ Yes ☑ No

If yes, show names and addresses of affiliated companies.

N/A

Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

Has your organization ever failed to complete any construction contract awarded to it?
☐ Yes ☑ No If yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☑ No

If yes, describe circumstances on attachment. N/A

In the last five years, has your organization ever failed to substantially complete a project in a timely manner? ☐ Yes ☑ No

If yes, describe circumstances on attachment.

Indicate general types of work performed with your own work force.

Sitework, underground utilities

If required, can your organization provide a bid bond for this project? ☑ Yes ☐ No

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

I. What is your approximate total bonding capacity?

- ☐ $500,000 to $2,000,000
- ☐ $2,000,000 to 5,000,000
- ☐ $5,000,000 to $10,000,000
- ☒ $10,000,000 or more

Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Toolbox safety, monthly Safety meetings, OSHA 30, CPR & First Aid, Trench Safety Comp Person, Safety Manual & Haz Mat Communication Program

1. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank: Campus USA Credit Union

Address: 14759 NW 157th Ln
Alachua, FL 32615

Account Manager: Ariana Vonas

Telephone: 352-335-9090 x 12701

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

BY: [signature]

TITLE: Vice President

DATED: 10-23-26

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.00450-5

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and
SEE attached						

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Schedule A

Completed Contracts

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 251,049.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Woodland Park Phase 1 Demolition Gainesville, FL Alachua County	Woodland Park Redevelopment 9400 S. Dadeland Blvd Miami, FL 33156
$ 60,865.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Zion Church Gainesville, FL Alachua County	Zion Evang. Luthrn Church 1700 NW 34th St Gainesville, FL 32605
$ 2,464,499.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Tioga Town Center Apts Gainesville, FL Alachua County	First Florida Constructors, LLC 31 NW 23rd St Miami, FL 33127
$ 542,336.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	DCI Gainesville Gainesville, FL Alachua County	Seakay Construction SE Corporation 1710 Costa Del Sol Boca Raton, FL 33432
1,017,576.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Harper's Pt Gainesille, FL Alachua County	Fairway Construction Co, Inc. 3290 Northside Parkway, Suite 300 Atlanta, GA 30327
$ 275,333.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Alpha Gamma Rho Gainesville, FL Alachua County	DE Scorpio Corporation 3911 W. Newberry Road Gainesville, FL 32607
$ 55,977.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Harper's Pt Landscaping Gainesville, FL Alachua County	Fairway Construction Co, Inc. 3290 Northside Parkway, Suite 300 Atlanta, GA 30327
$ 489,482.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Lozano Dental Gainesville, FL Alachua County	Oelrich Construction, Inc. 275 NW 137th Drive, Suite A Jonesville, FL 32669
$ 143,266.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Scooter's Coffee Shop Gainesville, FL Alachua County	Venture Construction Company 4005 Meeting Way High Point, NC 37265
$ 437,729.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Newberry Lift Station #1 Newberry, FL Alachua County	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 72,130.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	The Row Sitework Gainesville, FL Alachua County	KAST Construction Co, LLC 701 Northpoint Pkwy, Wuite 400 West Palm Beach, FL 33407

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

$ 299,063.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Tioga Parking Gainesville, FL Alachua County	Hankin Group 707 Eagleview Blvd Exton, PA 19341
$ 96,523.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	Putz Property Alachua , FL Alachua County	John Putz 7045 NW 22nd St Gainesville, FL 32653
$ 134,667.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	The Row Early Package Gainesville, FL Alachua County	KAST Construction Co, LLC 701 Northpoint Pkwy, Wuite 400 West Palm Beach, FL 33407
$ 130,202.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2021	AT&T Paving Gainesville, FL Alachua County	Southern Atlantic Companies, LLC 11618 Columbia Park Drive East Jacksonville, FL 32258
$ 2,270,126.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Liv+ Gainesville Gainesville, FL Alachua County	Core Construction 1584 Metropolitan Blvd, #102 Tallahassee, FL 32608
509,333.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Progress Center Alachua, FL Alachua County	Joyner Construction Partners, LLC 7545 W University Ave, Suite B Gainesville, FL 32607
312,614.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Newberry LS #26 Forcemain Newberry, FL Alachua County	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 118,166.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Dr. Newsome Bell, FL Gilchrist County	Dr. William Newsome 1836 NW 30th Terrace Gainesville, FL 32605
$ 114,947.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Pam Loften Pavement Rehab Gainesville, FL Alachua County	School Board of Alachua County 3700 NW 53rd Ave Gainesville, FL 32609
$ 111,899.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Gator Student Housing Gainesville, FL Alachua County	Rabren General Contractors 306 Persimmon Drive Auburn, AL 36830
$ 104,697.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	UF IFAS Hague Dairy & Pond Alachua, FL Alachua County	University of Florida PO Box 116580 Gainesville, FL 32611
$ 79,891.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2022	Oaks Square Gainesville, FL Alachua County	Oak Square Joint Venture 101 Plaza Real South, Suite 200 Boca Raton, FL 33432

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

$ 3,770,475.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Publix 1784 Gville West Gainesville, FL	McIntyre Elwell & Strammer 1645 Barber Rd Sarasota, FL
$ 1,254,625.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Sivance Gainesville, FL	CPPI 8200 NW 15th Place Gainesville, FL
$ 243,836.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic. Forcemain	2023	Newberry Forcemain Newberry, FL	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 983,364.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	City of Alachua Downtown Parking Alachua, FL	City of Alachua PO Box 9 Alachua, FL 32616-0009
$ 171,603.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	UF IFAS Hague Dairy & Pond Alachua, FL Alachua County	University of Florida PO Box 116580 Gainesville, FL 32611
779,651.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Caliber Capital Car Wash Gainesville, FL	M.E. Construction, Inc 7607 Coral Dr West Melbourne, FL 32904
300,992.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Gator Solutions Gainesville, FL	Gator Solutions 4577 NW 6th St, Suite B Gainesville, FL 32609
$ 71,677.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Lindsey Precast Clearing Alachua, FL	Lindsey Precast Concrete Products 13365 Southern Precast Dr Alachua, FL 32615
$ 153,694.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Oaks Square Continuation Gainesville, FL	Oak Square Joint Venture 101 Plaza Real South, Suite 200 Boca Raton, FL 33432
$ 613,192.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Baby Gator Gainesville, FL	Decker Construction 1503 NW 16th Ave Gainesville, FL 32605
$ 647,149.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Tom Petty Park Improvements Gainesville, FL	City of Gainesville PO Box 490 Gainesville, FL 32602
$ 224,683.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Arbours Demo Alachua, FL	Sauer, Inc 6621 Southpoint Dr. North, Suite 200 Jacksonville, FL 32216

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

$ 204,612.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	UF Track Renovation Gainesville, FL	Parrish McCall Constuctors, Inc PO Box 142002 Gaiensville, FL 32614
$ 61,139.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2023	Gator Crossing Gainesville, FL	Old Florida Builders 12721 NW 202nd St Alachua, FL 32615
$ 807,636.11	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Newberry SW Watermain Newberry, FL	City of Newberry 25440 W. Newberry Rd Newberry, FL 32669
$ 1,728,325.07	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Cox Building Gainesville, FL	Scherer Construction & Engineering 2504 NW 71st Place Gainesville, FL 32653
$ 161,460.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Main Street Urgent Care Alachua, FL	Maxus Construction Company 700 Southgate Drive Pelham, AL 35124
$ 78,090.00	Grading, Drainage, Flexible Paving	2024	Mill Creek Estates Alachua, FL	Mill Creek Estates PO Box 1252 Alachua, FL 32615
452,359.47	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2024	Wawa #5438 Alachua Alachua, FL	iConstructors 201 North Franklin Street, Suite 1000 Tampa, FL 33602
$ 1,614,215.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Demolition, Maintenance of Traffic	2025	Arbours - Merrillwood Alachua, FL	Sauer, Inc 6621 Southpoint Dr. North, Suite 200 Jacksonville, FL 32216
$ 950,023.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Demolition, Maintenance of Traffic	2025	Extra Space Self Storage Gainesville, FL	Par Builders II, Inc. 1038 Belcher Rd. South Largo, FL 33771
$ 3,393,089.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	Santa Fe Crossings Alachua, FL	Alachua 441 235, LLC 496 South Hunt Club Blvd Apopka, FL 32703
$ 390,532.00	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Roadway Signage, Erosion Control, Underground Utilities,Demolition	2025	COA Water Quality & Resilience	SGS Contracting Services, Inc PO Box 908 High Springs, FL 32655
$ 2,190,496.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	Goodwill Gainesville Gainesville, FL	Bush Construction Company 3741 Grant Rd. Jacksonville, FL 32207

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

$ 3,193,789.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	Eastside / GTEC Infrastructure Gainesville, FL	City of Gainesville PO Box 490 Gainesville, FL 32602
$ 215,075.00	Grading, Drainage, Flexible Paving,Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition, Maintenance of Traffic	2025	COA subsurface Exp & Road Repair	City of Alachua PO Box 9 Alachua, FL 32616-0009
$ 449,660.00	Grading, Drainage, Flexible Paving, Fencing, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Maintenance of Traffic	2025	Chick Fil A 5989 Alachua FSU Alachua, FL	WH Bass, Inc. 11695 Johns Creek Parkway Johns Creek, GA 30097
$ 154,181.00	Grading, Drainage, Flexible Paving,Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2025	Oaks Square Gainesville, FL Alachua County	Oak Square Joint Venture 101 Plaza Real South, Suite 200 Boca Raton, FL 33432
$ 98,859.00	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2025	UF NUR North Lawn Gainesville, FL	Florida Green Keepers, LLC 1401 NW 53rd Ave Gainesville, FL 32609

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Completion	Reference/Contact Include Address & Phone
SEE attached						

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Schedule B

Current Contracts

DOLLAR AMOUNT OF CONTRACT	CLASSES OF WORK	Estimated Competion Date	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 380,100.42	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2026	Children's Courtyard Gainesville, FL	Metrolina 3020 W Arrowood Rd, Ste 101 Charlotte, NC 28273
$ 676,998.00	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	Gainesville General Aviation Terminal Gainesville, FL	Imperial Construction 51 Commerce St, 2nd Floor Springfield, NJ 07081
$ 409,564.93	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	High Springs Convenience Store High Springs, FL	Cozy Retreat, LLC / Cantrell Construction 940 NW 251st Drive Newberry, FL 32669
$ 256,757.36	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	Pinesville Park Archer, FL	Scherer Construction & Engineering 2504 NW 71st Place Gainesville, FL 32653
$ 228,280.57	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2026	Tidal Wave Alachua, FL	Project Builders 2970 Clairmont Road NE Suite 1 Atlanta, GA
1,592,469.17	Grading, Drainage, Flexible Paving, Grassing, Seed & Sodding, Pavement Marking, Roadway Signage, Erosion Control, Underground Utilities, Dewatering, Demolition	2027	Williston Pointe Gainesville, FL	Royal American 1002 W 23rd St, Suite 400 Panama City, FL 32405

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SCHEDULE C
PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
See attached				

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Schedule C Key Personnel				
Name	**Position**	**Date Started with this organization**	**Date started in Construction**	**Prior Position and experience in construction.**
Aaron Andrews	President	1995	1995	With Andrews Paving, Inc. since 1995. Supervises all phases of site work construction projects, incl. employee management, subcontractor management & underground utilities installation. Certifications: Underground Utility License (2012); OSHA 30 Construction; OSHA 10 Hour Construction Safety; Competent Person Excavation & Trenching (1999, 2008); Qualified Stormwater Management Inspector (2004); DOT Safety Training (2001); OSHA Compliance & Workplace Safety (2009); Certified Armor-Tile Installer (2009); CPR.
Blair Poole	Vice President	1997	1997	With Andrews Paving, Inc. since 1997: CFO (2021–present), Office Manager (2004–present), Administrative Assistant (2002–2004), Part-Time Office Clerk (1997–2002). Developed workflow/process improvements in HR, payroll, AP/AR, contracts administration & construction job costing, enabling audited financials for FDOT. Prior non-construction role: Receptionist/Administrative Assistant, Santa Fe Community College (1999–2001). Certifications: Trench Shoring Safety in Excavation; 10 Hour OSHA Construction Safety & Health; OSHA Compliance & Workplace Safety; CPR & First Aid; Notary Public; Payroll Management CE; Payroll Law CE; Sales & Use Tax; Construction Contracts & Purchase Orders in Florida; QuickBooks Levels 1–3; MS Excel & Outlook Levels 1–2; Business Skills Financial Management Training.
C n	Project Manager	2026	2001	Senior Roadway Inspector, Alachua County Public Works (2025–2026): inspection & materia tracking for milling/resurfacing, base work, drainage, curb & gutter, signals, sidewalks, signage & striping; issues utility permits. Senior Roadway Inspector, ICE Engineering (2023–2025): 1.6 mi of SR 228 ($5.9M). Project Manager/Estimator, John C Hipp Construction (2019–2023): estimating, PM, staff, scheduling, vendors, pay apps, change orders, POs, 8-truck fleet & HR. Project Manager, Coleman Construction (2013–2019): bids, scheduling, subcontracts, pay apps, change orders, RFIs; projects up to $2.3M. Senior Lead Consultant Inspector, CHW (2011–2013). FDOT Roadway Construction Inspector (2009–2011). QC Technician, Universal Engineering (2008–2009) & Asphalt Technologies (2004–2008). QC & VT Technician, Cal-Tech Testing (2001–2004). Extensive FDOT project experience (SR 20, SR 26, SR 24, SR 500, US 441, I-10, etc.). Certifications: ACI Field Testing Technician Level 1; Concrete Field Technician Level 1; Earthwork Construction Inspection Levels 1 & 2; Asphalt Roadway Inspection Levels 1 & 2; Final Estimates Level 1; Advanced MOT; Plans Reading.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Donald G. Hygema	Lead Superintendent	2024	1982	Over 40 years of construction experience. Lead Superintendent, Andrews Paving, Inc. (09/2024–present): leads construction operations; manages field crews, subcontractors, materials & equipment scheduling; enforces safety & jobsite inspections; oversees site prep, underground utilities, grading, paving & final turnover. Lead Superintendent, Sauer Construction, Jacksonville (05/2018–09/2024): supervised commercial & government projects from preconstruction through completion; managed subcontractors/vendors; stormwater & OSHA compliance; scheduling & progress reports in Microsoft Project. Superintendent, The Auchter Company, Jacksonville (1982–2005): commercial, industrial & public projects; quality control, daily field operations, safety & mentoring of superintendents/foremen. Certifications: Stormwater Certification; OSHA 30-Hour.
Marvin Joseph (Joey) White, Jr.	Superintendent	2002	1987	Superintendent/Foreman, Andrews Paving, Inc. (11/2002–present): supervises all phases of site work construction projects, incl. employee & subcontractor management, underground utility installation & inspections (e.g., West University Lofts, Orthopedic Institute, DOT Materials Research, UF Harn Museum, UF Lift Station #2). Superintendent, Encore Construction Co., Winter Garden (04/1999–11/2002): roadwork/dirt work, concrete, rebar, wells, piping & subcontractor supervision on water/wastewater treatment plants. Foreman, Beach Construction Co., Gainesville (02/1994–02/1999): water plant & sanitary piping projects. Laborer/Foreman, Koblar Construction Co., Gainesville (1987–1994): laborer from 1987, foreman for concrete formwork 1992–1994. Certifications: FDOT MOT Intermediate (Cert #3854); Competent Person – OSHA Excavation; 10; OSHA 30; Heartsaver First Aid.
R[illegible]ks	Estimator	2023	2002	Project Manager/Estimator, Andrews Paving, Inc. (05/2023–present): manages civil projects on tight deadlines; coordinates teams to deliver on time and within budget; estimating civil projects over $6 million. Project Manager/Estimator, Charles Perry Partners, Inc., Gainesville (09/2019–09/2022): project management; estimating civil projects over $15 million. Construction Superintendent, P.W. Norfleet Construction, Gainesville (08/2017–09/2019): coordinated architects, engineers, owners, subcontractors & suppliers; monitored subcontractor performance & contract compliance; inspected work against drawings/specs. Project Manager, Westwind Contracting, Inc., Palm Coast (08/2009–05/2015). Construction Superintendent, Westwind Contracting, Inc., Fort Myers (10/2002–04/2007): subcontractor oversight, scheduling & materials delivery coordination. Certifications: Certified General Contractor License CGC1525657.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Raciel Hernandez	Superintendent	2023	1994	Over 29 years in construction specializing in sitework, underground utilities & road construction; bilingual (English/Spanish). Superintendent, Andrews Paving, Inc. (06/2023–present): supervises full-site construction & underground utility projects; manages crews for clearing, utilities, grading, road prep & asphalt paving; operates Leeboy 8510 & Weiler P385 pavers; GPS layout/grade verification (Carlson, Topcon); safety meetings, scheduling & jobsite documentation. Supervisor, Professional Equipment Corp, Miami (06/2015–06/2023): directed crews of 6–10 on commercial projects; scheduling, inspections & progress meetings. Pipe Foreman, The Redland Company, Homestead (12/2012–05/2015): supervised water, sewer & drainage pipeline installations and heavy equipment excavation. Pipefitter/Pipe Foreman, Plumbers Enterprise Corp, Miami (01/1994–05/2012): pipeline installation/repair, welding, hydrostatic testing, trenching & apprentice training. Certifications: Florida Utility & Excavation Contractors License; OSHA 40-Hour.
Leon Bernardo	GPS Modeling Engineer	2008	2001	GPS Modeling Engineer, Surveying & Quality Control Leader, Andrews Paving, Inc. (2021–present). Equipment Operator, Foreman & Superintendent, Andrews Paving, Inc. (2008–2021). Equipment Operator, Coleman Construction, Inc. (2004–2008): operated motor grader, dozer, loader & track hoe. Equipment Operator, Watson Construction, Inc. (2001–2004).

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

2026 FLORIDA PROFIT CORPORATION ANNUAL R

DOCUMENT# J34396

Entity Name: ANDREWS PAVING, INC.

Current Principal Place of Business:

6327 N W 123RD PLACE
GAINESVILLE, FL 32653

Current Mailing Address:

6327 N W 123RD PLACE
GAINESVILLE, FL 32653 US

FEI Number: 59-2726877

Name and Address of Current Registered Agent:

POOLE, BLAIR ANDREWS
13576 NW 222ND LANE
ALACHUA, FL 32615 US

FILED
Apr 13, 2026
Secretary of State

3039283773CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BLAIR POOLE 04/13/2026

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	ANDREWS, RONALD F.
Address	11328 NW 136TH STREET
City-State-Zip:	ALACHUA FL 32615

Title	PRESIDENT, DIRECTOR
Name	ANDREWS, AARON
Address	15602 NW CR 1491
City-State-Zip:	ALACHUA FL 32615

Title	VP, DIRECTOR, TREASURER
Name	BLAIR, POOLE
Address	13576 NW 222ND LANE
City-State-Zip:	ALACHUA FL 32615

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BLAIR POOLE VP 04/13/2026

Electronic Signature of Signing Officer/Director Detail — Date



Previous on List Next on List Return to List
Fictitious Name Search
No Filing History
Submit

Fictitious Name Detail

Fictitious Name

ANDREWS CONSTRUCTION, INC.

Filing Information

Registration Number	G24000138770
Status	ACTIVE
Filed Date	11/13/2024
Expiration Date	12/31/2029
Current Owners	1
County	ALACHUA
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

6327 NW 123RD PLACE
GAINESVILLE, FL 32653

Owner Information

ANDREWS PAVING, INC.
6327 NW 123RD PLACE
GAINESVILLE, FL 32653
FEI/EIN Number: 59-2726877
Document Number: J34396

Document Images

11/13/2024 -- Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List
Fictitious Name Search
No Filing History
Submit

Florida Department of State, Division of Corporations

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER ADDRESS	CLASS OF WORK MATERIAL
(1)	Rose Paving	Striping & Signage
(2)	W.W. Whitehurst	Paving
(3)	Curb Systems	Concrete
(4)	Ferguson or Staline	Pipe & Fittings supplier
(5)		
(6)		
(7)		

BIDDER: Andrews Paving, Inc. DBA Andrews Construction, Inc.

By: [signature]

Name: Blair Poole

Title: Vice President

Date: 10-23-2026

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Alachua

Before me, the undersigned authority, personally appeared Blair Poole, who, being by me first duly sworn, made the following statement:

1. The business address of Andrews Paving, Inc DBA Andrews Construction, Inc.
(firm name of Bidder/Contractor)

is 6327 NW 123rd Place, Gainesville, FL 32653.

2. My relationship to Andrews Paving, Inc. DBA Andrews Construction, Inc.
(firm name of Bidder/Contractor)

Is Vice President (relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is .

A copy of the order of the Division of Administrative Hearings is attached to this statement.
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the day of Oct 26, 2026.

Notary Public

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

(affix seal)

3/16/2027
My commission expires

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE)430
BID BOND

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ 0
2. Special Shoring	$ 0

Identify method of compliance for Item#1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item#2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Andrews Paving, Inc. DBA Andrews Construction, Inc.

By: _____

Name: Blair Poole

Title: Vice President

Sworn to and subscribed before me this 26 day of Oct, 2026.

Allison M. Wood
Notary Public

My Commission Expires: 3/16/2027

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

City of Newberry

ITB NO. 2026-13

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Newberry (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Andrews Paving, Inc. DBA Andrews Construction, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: Andrews Paving, Inc. DBA Andrews Construction, Inc.

Authorized Signature: _____ Date: 10-26-26

Printed Name: Blair Poole

Title: Vice President

STATE OF FL

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 day of October, 2026, by Blair Poole, as CFO on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Allison M. Wood
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Allison M. Wood

My commission expires: 3/16/2027

ALLISON MACKENZIE WOOD
MY COMMISSION # HH 374904
EXPIRES: March 16, 2027

CF-5

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

City of Newberry

ITB NO. 2026-13

Scrutinized Companies Certification

Name of Company:[1] Andrews Paving, Inc. DBA Andrews Construction, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Andrews Paving, Inc. DBA Andrews Construction, Inc.

By: _____

Blair Pool

Its Vice President

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

INVITATION TO BID / CONSTRUCTION CONTRACT DOCUMENTS

ITB 2026-13
CITY OF NEWBERRY SW 254TH STREET EXTENSION FROM SW 7TH AVENUE TO SW 10TH AVENUE

CITY OF NEWBERRY
25493 NW 1st AVENUE
NEWBERRY, FLORIDA 32669

Prepared by:

L&A Project No. 41000-675-26

September 2026

EJCDC Notice: Portions of these documents are based on EJCDC® C-Series 2007 documents. EJCDC® and the originating EJCDC document numbers and titles are copyrighted by the Engineers Joint Contract Documents Committee. Modified portions have been prepared for this City of Newberry project and are not represented as unmodified EJCDC standard documents.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

TABLE OF CONTENTS

DIVISION 0	**BIDDING AND CONTRACTING REQUIREMENTS**
00100	Advertisement for Bid
00200	Instructions to Bidders
00300	Summary of Work
00410	Bid Form
00430	Bid Bond
00431	Tabulation of Subcontractors and Suppliers
00440	Florida Trench Safety Act Certification
00450	Construction Contractor's Qualification Statement for Engineered Construction
00451	Sworn Statement Under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes
00452	Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years
00453	Non-Collusion Affidavit
00454	Drug-Free Workplace Certificate
CF-1	Addendum Acknowledgement
CF-2	Conflict of Interest Disclosure Form
CF-3	E-Verify Affidavit
CF-4	Scrutinized Companies Certification
CF-5	Human Trafficking Affidavit
CF-6	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
00510	Notice of Award
00520	Agreement—Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
00550	Notice to Proceed
00610	Performance Bond
00614	Public Work Cover Page
00615	Payment Bond
00620	Contractor's Application for Payment
00625	Certificate of Substantial Completion
00700	Standard General Conditions of the Construction Contract
00800	Supplementary Conditions
00932	Request for Information
00936	Shop Drawing/Submittal Log and Control Sheet
00937	Shop Drawing/Submittal Control Form
00938	Notice of Noncompliance
00939	Certificate of Guarantee
00940	Work Change Directive
00941	Change Order
00942	Construction Field Order
00943	Contractor's Release
00944	Surety's Release for Final Payment

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

TABLE OF CONTENTS

TECHINAL REQUIREMENTS AND EXHIBITS

Referenced Specifications, Standards, Drawings, and Permits

Referenced FDOT Specifications

Exhibit 1 SW 254th Street Extension Construction Plans

Exhibit 2 SW 254th Street Extension Permit Plans including Boundary and Topographic Surveys

Exhibit 3 Florida Department of Environmental Protection General Permit

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item #7.

PROJECT: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue
City of Newberry, Alachua County, Florida

OWNER: City of Newberry
25493 NW 1St Avenue
Newberry, FL 32669

ENGINEER: Locklear and Associates Professional Corporation
210 SW 4th Avenue
Gainesville, Florida 32601

1.0 WORK DESCRIPTION

The Project is in the City of Newberry, Florida.

A. The Work is generally described as, but not necessarily limited to, furnishing all labor, materials, equipment, tools, and services and performing all work necessary to provide the Owner with Construction of new and modified facilities as are shown on the Drawings and as specified in the solicitation. All work should be in accordance with the Construction Drawings, Specifications, and Contract Documents.

B. The Work includes construction of a new roadway section of SW 254th Street between SW 7th Avenue and SW 10th Avenue, together with sidewalk, stormwater drainage system, and an underground water main installed along the west side of the improvements. The Work further includes asphalt paving, roadway pavement striping, signage meeting Florida Department of Transportation (FDOT) standards, and erosion prevention and stormwater management measures sufficient to maintain compliance with the applicable permits throughout construction.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Invitation to Bid 2026-13 ("ITB 2026-13")

SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

The City of Newberry, Florida ("Owner") is inviting Bidders to electronically submit sealed bids for ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue.

PURPOSE: The services may include, but are not necessarily limited to, furnishing all labor, materials, equipment, tools, and services, and performing all work necessary to provide the Owner with the construction of a new roadway facility as shown on the Drawings and as specified in this solicitation. All work shall be in accordance with the Construction Drawings, Specifications, and Contract Documents.

Bids must be submitted by Tuesday, October 27, 2026, 2:00 PM ET

Bidding Documents may be obtained electronically at no cost by registering for Bid Express through the following link:

https://www.bidexpress.com/businesses/88473/home

A non-mandatory pre-bid conference will be held on **Tuesday, October 6, 2026, 10:00 AM ET** at the City of Newberry City Hall, Commission Chambers, 25493 NW 1st Avenue, Newberry, Florida 32669. Bidders are encouraged to attend; however, attendance is not required to submit a Bid**.** Attendees may join by accessing the link below at the stated date and time:

https://events.teams.microsoft.com/event/eacf5230-0750-43db-9aa9-da42c9a4470f@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacyShareLinkDialog

Attendance at the in-person Site visit is encouraged but not mandatory and will be held on **Tuesday, October 6, 2026**, immediately following the conclusion of the non-mandatory pre-bid conference. Site visit attendees shall meet at the City Hall, Commission Chambers prior to visiting the site.

Questions should be submitted to the Owner through Bid Express only. Questions will be accepted through Tuesday, October 13, 2026, 2:00 PM ET

Bids will be opened and read aloud at a virtual Public Bid Opening on **Tuesday, October 27, 2026, 2:00 PM ET** All members of the public may attend the Public Bid Opening. Attendees may join by accessing the link below at the stated date and time:

https://events.teams.microsoft.com/event/ba1f44a3-7b96-4f2f-a051-c6b43c14af0a@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacyShareLinkDialog

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, Bidding Documents or any portion thereof provided by third parties, or for modifications to the Bidding Documents not made by official Addenda, including electronic conversion. Bid security in the amount of 5 percent of the Bid must accompany the Bid in accordance with the Instructions to Bidders.

All dates specified herein are tentative and subject to change at the discretion of the Owner

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item #7.

IMPORTANT DATES AT
TIME OF ADVERTISEMENT

EVENT	DATE / TIME	LOCATION
Post	Monday, September 21, 2026	Bid Express
Pre-Bid Conference	Tuesday, October 6, 2026, 10:00 AM ET	City Hall, Commission Chambers
Question Period Ends	Tuesday, October 13, 2026, 2:00 PM ET	Bid Express
Bidding Period Ends	Thursday, October 27, 2026, 2:00 PM ET	Bid Express
Bid Opening	Tuesday, October 27, 2026, 2:00 PM ET	Microsoft Teams

END OF SECTION

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00200
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.1 To access the Bidding Documents and to submit a Bid, prospective Bidders must register with Bid Express at https:www.bidexpress.com/businesses/88473/home. The City of Newberry's Bid Express homepage (https:www.bidexpress.com/businesses/88473/home) shall be referred to herein as the "Bidding documents Website". To obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents), Bidder shall navigate to "ITB 2026-13" from the Bidding Documents Website. Bidder will be registered as a plan holder with the Owner upon downloading the Bidding Documents from the Bidding Documents Website. See the Agreement for a list of the Contract documents. It is the Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.2 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, included the right for Bidders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the Bidder pays all cost associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.3 Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.4 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those perspective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders with the Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents that are obtained from anywhere other than the Bidding Documents Website.

2.5 Included with the Bidding Documents is the draft Contract that the Owner intends to use. The Owner reserves the right to alter or add any terms to the Contract that it deems in the best interest of the Owner. No contract shall be binding on the Owner until it has been executed by both parties. The Owner possesses the sole authority to award and enter into the Contract for this project. Contract renewals are not applicable to this Invitation to Bid.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.1 A. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in Section 00450 Construction Contractor's Qualification Statement for Engineered Construction.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

B. Bidders shall provide State of Florida Contractor's License Number.
C. The Contractor shall be properly licensed under the laws, rules, and regulations of the State of Florida for the Work to be performed. The Bidder shall provide its current State of Florida contractor license number and shall identify any proposed Subcontractor license numbers for portions of the Work that require separate or specialized licensures.

   Based on the scope of this Project, the Bidder or its identified Subcontractor team must demonstrate licensing and experience adequate to perform roadway construction, sidewalk construction, stormwater drainage, underground utility installation, underground water main installation, asphalt paving, signing, pavement markings, MOT, erosion control, restoration, and related Work shown or indicated in the Contract Documents.

   Acceptable licensing may include, as applicable to the Work to be self-performed, a Florida Certified General Contractor license, a Florida Certified or Registered Underground Utility and Excavation Contractor license for the specific Work performed. Underground water main, storm drainage, pipe, conduit, trenching, and related utility work must be performed by the Contractor or Subcontractor properly licensed and qualified for such work.

3.2 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.0 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Bidder is responsible for verifying the existence, location, depth, and type of utility.

4.1 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.2 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and of the General

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.3 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.4 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work described by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.5 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work;
(2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer/Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer/Owner is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

J. correlate the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer/Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer/Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A non-mandatory pre-bid conference will be held on **Tuesday, October 6, 2026, 10:00 AM ET.** Bidders are encouraged to attend and participate in the conference, however, attendance at this conference is not required to submit a Bid. The pre-bid conference is a virtual event, and Prospective Bidders should not physically travel to the City of Newberry to attend the pre-bid conference. Prospective Bidders can attend the pre-bid conference by accessing the following link at the stated date and time:

https://events.teams.microsoft.com/event/eacf5230-0750-43db-9aa9-da42c9a4470f@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacyShareLinkDialog

5.02 A non-mandatory visit of the Site will be held on **Tuesday, October 6, 2026, after the non-mandatory pre-bid meeting.** Bidders are encouraged to attend and participate in the Site visit, but attendance is not required to submit a Bid.

5.03 Information presented at the pre-bid conference and Site visit does not alter the Contract Documents. Owner will issue addenda to make any changes to the Contract Documents that will result from discussions at the pre-bid conference or Site visit. Information presented and statements made at the pre-bid conference or Site visit will not be binding

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

or legally effective unless incorporated into an addendum.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.1 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.2 All questions regarding this Invitation to Bid must be submitted no later than **Tuesday, October 13, 2026, 2:00 PM ET**. Bidder shall submit all questions about the meaning or intent of the Bidding Documents to the Owner through the Bidding Documents Website. Bidders shall not contact employees of Owner regarding this ITB until after the Contract is awarded.

7.3 Interpretations or clarifications considered necessary by Owner and Engineer in response to such questions will be issued by Addenda which will be electronically provided to all registered plan holders of the Bidding Documents Website. Questions received after the deadline may not be answered.

7.4 Only responses set forth in Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 – BID SECURITY

8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.3 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 121 days after the Bid opening, whereupon Bid security

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

furnished by such Bidders will be returned.

8.4 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

8.5 Bidder's Bid Bond shall comply in all respects with the requirements of Florida law.

ARTICLE 9 – CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) finally completed and ready for final payment are set forth in Section 00410, Bid Form, and Section 00520, Agreement.

9.2 Provisions for liquidated damages for failure to timely attain Substantial Completion and Final Completion of the Work in readiness for final payment, are set forth in the Agreement

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by Owner and identified on the Bid Form. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owner as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Owner at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.1 To assure that Bidders receive all addenda and or clarifications to the Bidding Documents in a timely manner, it is mandatory that all bidders obtain at least one set of Bidding Documents from the Bid Express to be eligible to bid on this project. The Bid form included in these Bidding Documents shall be used by the Bidder.

13.2 In addition to uploading the signed Bid Form to the Bidding Documents Website, Bidder shall also complete the Unit Price Bid Table electronically on the Bidding Documents Website. Bidder's prices on the completed Bid Form must match the prices electronically input into Bid Express. In the event of a conflict or discrepancy between the Bid prices input on the Bid Form and those entered into the Bidding Documents Website, Owner reserves the right to reject the Bid, accept the Bid, or request that the Bidder clarify the Bid. All responses on the Bid form must be typed in (not handwritten in ink) and the Bid Form and any required documentation that requires a signature must be signed in ink.

13.3 A Bid by a corporation shall be executed in the corporate name by the president, a vice-president, or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.6 A Bid by an individual shall show the Bidder's name and official address.

13.7 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.8 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.9 Postal and e-mail addresses and telephone number for communications regarding the Bid

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualifications to do business in the state where the Project is located. The Bidder shall also be a state-certified Contractor in good standing and hold current registration with the Florida Construction Industry Licensing Board of the State Department of Professional Regulation. The type of license must be in a class that is related to the general nature of the construction to be performed on this project. The Bidder's State Contractor's license number for the state of the project shall be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.1 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.2 *Allowances (Not Used)*

ARTICLE 15 – SUBMITTAL OF BID

15.1 The signed Bid Form and all required documentation must be uploaded to the Bidding Documents Website no later than the date and time specified in the Invitation to Bid. Bids shall not be mailed or hand delivered to the Owner.

15.2 Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at virtual Public Bid Opening Workshop on the date and at the time specified in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids, will be made available to Bidders after the opening of Bids. Bidders can attend the Bid opening virtually by accessing the following link at the stated date and time:

https://events.teams.microsoft.com/event/ba1f44a3-7b96-4f2f-a051-c6b43c14af0a@d2b1c167-7795-4a72-b0b0-7bcf15b02ffb?source=copyLinkLegacyShareLinkDialog

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.6 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is the lowest responsive and responsible Bidder, consistent with Section 255.20, Florida Statutes in the best interests of the Owner.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

19.7 A Notice of Intent to Award will be posted on the City's website.

19.8 Because the anticipated value of this Contract exceeds $100,000, award is subject to approval by the Newberry City Commission in accordance with the City's Purchasing Policy.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.1 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.2 Provisions for indemnification by the Contractor are set forth in the Agreement, in Paragraph 6.20 of the General Conditions, as amended by the Supplementary Conditions, and are incorporated here by reference.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - POINT OF CONTACT

22.01 The City Finance Department will be the only point of contact for this Bid Proposal. Under no circumstances may a Proposer contact any City Commissioner, City Manager, or any other City employee concerning this Bid Proposal until after award. Any such contact may result in disqualification.

ARTICLE 23 - BLACKOUT PERIOD

23.01 The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer or its agent or representative, is prohibited from communicating with any city employee, including the City Commission and Mayor, or any contractor of the City involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to City employees, but also to any contractor of the City. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements identify a City contact person. The City hereby designates Dallas Lee, Director of Finance & Administration as the City's contact person. All communications to and from potential proposers, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

when the contract is awarded.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 24 - NON-DISCRIMINATION CLAUSE

24.01 The City of Newberry does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. The contractor, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

END OF SECTION

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.01 PROJECT DESCRIPTION

A. The Work consists of constructing a new, fully functional roadway section of SW 254th Street between SW 7th Avenue and SW 10th Avenue in Newberry, Florida, as shown on the Drawings (Exhibit 1) and specified in the Contract Documents.

B. The Work includes a new roadway, sidewalk, and stormwater drainage system; an underground water main installed along the west side of the improvements; asphalt paving; pavement striping and markings; and signage meeting Florida Department of Transportation (FDOT) standards.

C. The Contractor shall furnish all labor, materials, equipment, tools, and services necessary to complete the Work, and shall implement erosion prevention, sediment control, and stormwater management measures sufficient to maintain compliance with all applicable permits, including the 10/2 Suwannee River Water Management District permit, throughout construction.

1.02 CONTRACT TIMES

A. The Work shall be substantially complete within ninety (90) calendar days, and completed and ready for final payment within one hundred twenty (120) calendar days, after the date the Contract Times commence to run, as set forth in Article 4 of the Agreement.

1.03 WORK INCLUDED

A. The Contractor shall perform the following, as shown on the Drawings and specified in the Contract Documents:

1. Pre-construction activities, including surveying and site layout.
2. Demolition of existing roadway as shown on Sheet C0.20.
3. Clearing and grubbing, excavation, grading, and site preparation for the stormwater drainage system.
4. Installation of underground utilities, including the water main, pipe, fittings, valves, fire hydrants, and conduits, as shown on the Drawings.
5. Construction of the new roadway and sidewalk.
6. Asphalt paving and pavement markings in compliance with FDOT standards, as shown on Sheets C1.00 and C4.00.
7. Installation and maintenance of erosion and sedimentation controls throughout construction, as shown on Sheets C2.30 through C2.32.
8. Installation of signage as shown on Sheet C4.00.
9. Maintenance of Traffic and worksite safety measures in accordance with Article 1.06 of this Section.
10. Sodding and restoration of all areas disturbed by construction.

B. Sheet references are provided for convenience. The Drawings govern the full extent of the Work, whether or not a specific sheet is cited above.

1.04 DELIVERABLES

A. The Contractor shall provide the following deliverables in accordance with the Contract Documents:

1. Maintenance of Traffic (MOT) layout, in accordance with Article 1.06 of this Section and Paragraph SC-2.05.A.4 of the Supplementary Conditions.
2. Weekly progress reports and updated construction schedules, in accordance with Paragraph SC-6.04.B of the Supplementary Conditions.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

3. As-built record drawings certified by a professional engineer or professional surveyor and mapper licensed in the State of Florida, in accordance with Paragraph SC-6.12.A of the Supplementary Conditions.

4. All documentation required for final inspection approvals and issuance of the Certificate of Substantial Completion (Section 00625).

1.05 COMPLIANCE AND QUALITY CONTROL

A. All materials and Work shall conform to the Drawings, these Specifications, and the referenced FDOT Standard Specifications, as modified by the Referenced FDOT Specifications section of these Contract Documents.

B. The Contractor shall allow site inspections by the Owner's designated representative, the Engineer, and FDOT personnel, in accordance with Paragraph 13.02 of the General Conditions as supplemented by Paragraph SC-13.02.B.

1.06 MAINTENANCE OF TRAFFIC

A. **General:** The Contractor shall maintain traffic in accordance with FDOT Standard Specifications Section 102, FDOT Standard Plans (Index 102 series), and the Manual on Uniform Traffic Control Devices (MUTCD), latest editions, to provide for the safety of motorists, pedestrians, and workers while minimizing disruption during construction. Temporary traffic control measures shall be implemented to accommodate lane closures, detours, and work zones on SW 254th Street, SW 7th Avenue, SW 10th Avenue, and surrounding streets.

B. **Objectives:** The MOT shall (1) provide a safe environment for road users and construction personnel; (2) minimize disruption to local traffic, school zones, and adjacent residential and business areas; and (3) maintain access to properties, driveways, and pedestrian pathways during all phases of the Work.

C. **Traffic Control Devices:**

1. The Contractor shall install and maintain signs, barricades, channelizing devices, and temporary pavement markings to guide traffic through or around the work zone.

2. Portable changeable message signs shall be used to notify the public in advance of lane closures and detour routes.

3. Reflective devices shall be provided for nighttime visibility.

D. **Lane Closures and Detours:**

1. Lane closures shall be limited to non-peak traffic hours unless otherwise approved by the Engineer.

2. Detour routes shall be clearly marked.

3. The Contractor shall provide advance notice of closures and detours to the Owner, residents, and businesses.

E. **Pedestrian Safety:**

1. Where construction affects existing pedestrian pathways, the Contractor shall provide temporary sidewalks or clearly marked pedestrian detours meeting MUTCD accessibility requirements.

2. Crosswalks near schools and high-pedestrian areas shall remain accessible, with crossing guards provided where necessary.

F. **Speed and Traffic Flow Management:**

1. Reduced work-zone speed limits shall be posted and maintained in accordance with FDOT Standard Plans.

2. Flaggers shall be stationed during critical operations to direct traffic.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

G. **Schedule Coordination:** The Contractor shall coordinate work with school schedules to avoid major disruption during student pick-up and drop-off hours, and shall coordinate with local agencies so that MOT is aligned with community needs and events.

H. **Maintenance and Monitoring:**

1. The Contractor shall inspect all traffic control devices and signage daily to confirm proper placement and function, and shall promptly correct any deficiency.

2. The Contractor shall adjust the MOT as required by field conditions or as directed by the Engineer or the Owner's designated representative.

I. **MOT Layout and Reporting:**

1. The Contractor shall submit a detailed MOT layout, including diagrams of work zones, traffic flow, and detour routes, at the Preconstruction Conference in accordance with Paragraph SC-2.05.A.4 of the Supplementary Conditions. No Work affecting traffic shall begin until the MOT layout has been reviewed by the Engineer.

2. Weekly progress reports under Paragraph SC-6.04.B shall describe traffic management activities and any changes to the MOT layout.

J. **Payment:** Maintenance of Traffic shall be paid under Bid Item 102-1, Maintenance of Traffic (Lump Sum), which shall include all labor, materials, equipment, and flagging necessary to comply with this Article.

END OF SECTION

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

For
ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

The terms used in this Bid Form with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Name of Bidder:_____

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to: City of Newberry
25493 NW 1st Avenue
Newberry, Florida 32669

Contract Identification and Number: ITB 2026-13,
SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue.

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer/Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to the Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) based on the unit prices included in the Total Based Bid Table.

Bidder shall provide a bid for each of the line items listed for the Base Bid, and the unit prices. Failure to provide a price for each of the listed items shall cause the bid to be considered non-responsive.

ARTICLE 6 – CONTRACT PRICE

6.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 6.1.A below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

COMPLETE UNIT COSTS IN THE FOLLOWING TABLES:

1. GENERAL REQUIREMENTS
2. EARTHWORK
3. ASPHALT PAVEMENT
4. CONCRETE
5. SIGNAGE AND PAVEMENT MARKINGS
6. UTILITIES

FDOT ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1. GENERAL REQUIREMENTS					
101-1	MOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
104-10	SEDIMENT BARRIER	LF	620		
2. EARTHWORK					
110-1	CLEARING & GRUBBING	AC	0.418		
120-1	REGULAR EXCAVATION	CY	730		
120-4	SUBSOIL EXCAVATION AND BACKFILL	CY	447		
570-1-2	PERFORMANCE TURF - SOD	SY	1,065		
3. ASPHALT PAVEMENT					
120-6	TYPE B STABILIZATION	SY	934		
285-704	OPTIONAL BASE GROUP 4 (6” LIMEROCK)	SY	768		
334-1-52	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG76-22	TN	64		
4. CONCRETE					
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4” THICK	SY	193		
5. SIGNAGE AND PAVEMENT MARKINGS					
700-1-111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8		
700-1-500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	AS	1		
706-1-3	RAISED PAVMT MARKER, TYPE B	EA	14		
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	60		

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6”	LF	940		
6. UTILITIES					
1050 31208	UTILITY PIPE – POLYVINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8”	LF	1200		
1050 31206	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	LF	12		
1080 21108	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 8”	EA	3		
1080 23108	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 8"	EA	1		
1055 51212	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL TEE, 12"	EA	1		
1055 51208	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL TEE, 8"	EA	3		
1055 51108	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOW, 8”	EA	4		
1080 29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8”	EA	5		
1080 23106	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 6"	EA	1		
1080 21106	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 6"	EA	2		
1055 51308	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL REDUCER, 8"	EA	2		
1644111 08	FIRE HYDRANT, F&I, STANDARD, 1 HOSE, 6"	EA	2		

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

0425 5	MANHOLE, ADJUST (RESET EXISTING 4" SANITARY CLEANOUT)	EA	1		
TOTAL BASE BID					

Note: SY – Square Yards, LS – Lump Sum, EA – Each, LF – Linear Foot, CY – Cubic Yard, TN – Ton, AS – Assembly, GM – Gross Mile

TOTAL BASE BID IN NUMBERS:

$_____

TOTAL BASE BID IN WORDS:

_____ dollars

NOTE: Basis of Award shall be the lowest, responsive, responsible base bid. Owner reserves the right to award project deemed in the best interest of the Owner. Failure to submit a price for all bid Items of Work will be considered a non-responsive bid and the bid will be rejected.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

Note:
1. Contractor shall be responsible to verify all quantities. Lump sum items shall include all items the contractor deems necessary for their bid.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 7 – TIME OF COMPLETION

7.1 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

7.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.1 The following documents are submitted with and made a part of this Bid:

A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
B. Tabulation of Subcontractors and Suppliers (Section 00431).
C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
D. Contractor's License No.:_____.
E. Addendum Acknowledgement
F. Conflict of Interest Disclosure Form
G. E-Verify Form
H. Scrutinized Companies Certification
I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
J. Human Trafficking Affidavit;
K. Florida Trench Safety Act Certification (Section 00440).
L. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).
M. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
N. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
O. Non-collusion Affidavit (Section 00453).
P. Drug-Free Workplace Certificate (Section 00454).
Q. List of Proposed Suppliers;
R. List of at least three (3) references for comparable roadway and/or underground utility construction projects completed within the last five (5) years, including owner name, contact person, telephone number, and email address."

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 10 – BID SUBMITTAL

10.1 This Bid is submitted by: If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in *[State where Project is located]* is ____/ /___.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

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

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:
Description *(Project Name and Include Location)*: ***ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue***

BOND

Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative

BIDDER	**SURETY**
_____	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures', if necessary.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00430
BID BOND

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal] sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
3.2 All Bids are rejected by Owner, or
3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form) Prepared by the Engineers Joint Contract Documents Committee.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER ADDRESS	**CLASS OF WORK MATERIAL**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ _____
2. Special Shoring	$ _____

Identify method of compliance for Item#1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract- specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers American Consulting Engineers Council American Society of Civil Engineers Construction Specifications Institute

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

_____

_____

Telephone _____

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, *r,_* 1990, The Associated General Contractors of America.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Submitted to:

Name _____

Address _____

_____

_____

Telephone _____

Project Name and Description (if applicable)

_____

_____

_____

_____

Contractor's General Business Information

Check If:

☐ Corporation ☐ Partnership ☐ Joint Venture ☐

Sole Proprietorship If

Corporation:

a. Date and State of Incorporation

_____

_____

b. List of Executive Officers

Name Title

_____

_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

If Partnership:

a. Date and State of Organization

_____

_____

b. Names of Current General Partners

_____

_____

c. Type of Partnership

☐ General ☐ Publicly Traded

☐ Limited ☐ Other(describe):_____

Joint Venture

a. Date and State of Organization

_____

_____

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

_____

_____

_____

_____

_____

If Sole Proprietorship:

a. Date and State of Organization

_____

_____

b. Name and Address of Owner or Owners

_____

_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC .50
THE ASSOCIATED GENER TRACTORS OF AMERICA

I. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

- On Schedule 8, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

Name of Surety Company and name, address, and phone number of agent.

_____

_____

_____

,I. Is your organization a member of a controlled group of corporations as defined in I.RC. Sec. 1563

☐ **Yes** ☐ **No**

If yes, show names and addresses of affiliated companies.

_____

_____

Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

Has your organization ever failed to complete any construction contract awarded to it?
☐ Yes ☐ No If yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☐ No

If yes, describe circumstances on attachment.

In the last five years, has your organization ever failed to substantially complete a project in a timely manner? ☐ Yes ☐ No

If yes, describe circumstances on attachment.

Indicate general types of work performed with your own work force.

_____

_____

If required, can your organization provide a bid bond for this project? ☐ Yes ☐ No

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC[illegible]50
THE ASSOCIATED GENER[illegible]TRACTORS OF AMERICA

I. What is your approximate total bonding capacity?

- ☐ $500,000 to $2,000,000
- ☐ $2,000,000 to 5,000,000
- ☐ $5,000,000 to $10,000,000
- ☐ $10,000,000 or more

Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

_____

_____

_____

_____

1. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank _____

Address _____

_____

Account Manager _____

Telephone _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

BY: _____

TITLE: _____

DATED: _____

© 1990, The Associated General Contractors of America.00450-5

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Completion	Reference/Contact Include Address & Phone

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SCHEDULE C
PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC[illegible]451
SWORN STATEMENT U[illegible]ECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is_____.

2. My relationship to _____
(firm name of Bidder/Contractor)

Is_____(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC[illegible]451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is .

A copy of the order of the Division of Administrative Hearings is attached to this statement.
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the day of _____, 20__.

_____
Notary Public

(affix seal)

_____
My commission expires

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

Project	Name and Address of Owner or Engineer	Name and Phone of Owner or Engineer Representative	Date of Contract	Amount	Status

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 0453
NONCOLLUSION AFFIDAVIT

TO: The _____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "_____
_____,"
the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

9 He\She is _____(officer's title) of _____(company name), the Bidder that has submitted the attached bid;

10 He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

11 Such bid is genuine and is not a collusive or sham bid;

12 Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE[illegible]0453
NONCOLLUSION AFFIDAVIT

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

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE[illegible]0454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____(Print or Type Name of Firm)

- ☐ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- ☐ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
- ☐ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ☐ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ☐ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ☐ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20__.

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm:_____

Authorized Signature:_____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the bidder to ensure addendum are acknowledged, if issued.

Please review Bid Express at https://www.bidexpress.com/businesses/88473/home?agency=true prior to submitting the bid to ensure that any issued addenda are acknowledged.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Newberry Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a City employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO_____

NAME(S)	**POSITION(S)**

Name of Firm: _____

Authorized Signature:

Printed Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

E-VERIFY REQUIREMENTS

1. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the
   U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

2. Subcontractors
   a. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   b. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   c. Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. Failure to comply with this provision is a material breach of the Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services.

4. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http://www.uscis.gov/everify) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature Print Name/Title: _____

Date: _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Scrutinized Companies Certification

Name of Company:[1] _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

_____

(Seal) _____

By: _____

_____

Its _____

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of_____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____

My commission expires:_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion Form

(1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 0510
NOTICE OF AWARD

Date:

Project: ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

Owner: City of Newberry	Owner's Contract No.:
Contact: Rance Green	Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue Project

The Contract Price of your Contract is _

_2_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_2_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
   N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner : City of Newberry

By: _____
Title: Utilities & Public Works Director

Copy to Engineer

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

FORM OF AGREEMENT
BETWEEN OWNER AND
CONTRACTOR
FOR CONSTRUCTION
CONTRACT (STIPULATED
PRICE)

THIS AGREEMENT is by and between City of Newberry , Florida, a municipal corporation("Owner") and

_____

("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work is generally described as, but not necessarily limited to, furnishing all labor, materials, equipment, tools, and services and performing all work necessary to provide the Owner with Construction of new and modified facilities as are shown on the Drawings and as specified in the solicitation. All work should be in accordance with the Construction Drawings, Specifications, and Contract Documents.

The Work includes construction of a new roadway section of SW 254th Street between SW 7th Avenue and SW 10th Avenue, together with sidewalk, stormwater drainage system, and an underground water main installed along the west side of the improvements. The Work further includes asphalt paving, roadway pavement striping, signage meeting Florida Department of Transportation (FDOT) standards, and erosion prevention and stormwater management measures sufficient to maintain compliance with the 10/2 Suwannee River Water Management District permit throughout construction.

ARTICLE 2 – THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construct SW 254th Street Extension in Newberry, Alachua County, Florida. The Project includes roadwork and shoulder work for SW 254th Street beginning at SW 7th Avenue to the intersection with SW 10th Avenue and SW 253rd Terrace, a distance of 290.48 feet, including earthwork for the construction of roadway and drainage; roadway construction; stormwater pollution prevention and erosion and sediment control measures; installation of 8-inch PVC water main and related utility work; open cut pavement repair;

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

signing; pavement markings; relocation/removal of existing signage and fencing where shown; sodding and restoration of disturbed areas; maintenance of traffic; testing and coordination; and all related Work shown or indicated in the Construction Drawings.

2.2 The Project has been designed by Locklear & Associates, Inc. (Engineer), which may act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Locklear & Associates, Inc., 210 SW 4th Avenue, Gainesville, Florida 32601 ("Engineer"). Engineer will assume all duties and responsibilities, and will have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions (Contractor acknowledges that it has had the opportunity to review the General Conditions), and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.3 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph (4.1) above and that Owner will suffer financial or other loss if the Work is not completed within the times specified in Paragraph (4.2) above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph (4.2) above for completion and readiness for final payment until the Work is completed and ready for final payment. *** Contractor will not be responsible for delays that are beyond its control. Force Majeure events, such as acts**

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

of God, war, acts of terrorism, epidemics, acts of government authorities, such as expropriation, and changes in laws and regulations are all delays beyond control. *

ARTICLE 5 – GRANT *(Not Used)*
ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Owner shall pay the Contract Price as set forth in Contractor's Bid. However, Contractor agrees that the Contract Price may be reduced, at the discretion of Owner, in accordance with the City of Newberry's Owner Direct Purchase Program ("ODP Program"), more particularly described in Chapter 5 of the City of Newberry's Purchasing Policy currently in effect, which is incorporated herein by reference.

C. Payment and retainage shall be administered in accordance with the Local Government Prompt Payment Act, Sections 218.70–218.80, Florida Statutes.

6.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

   a. 95 percent of Work completed (with the balance being retainage). No additional amounts shall be withheld unless otherwise expressly permitted pursuant to Section 218.735,
   Florida Statutes; and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion, except as otherwise prohibited under Section 218.735, Florida Statutes.

6.3 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR

8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on
(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

Contents

A. The Contract Documents consist of the following:

1. Advertisement for Bidders.
2. Instructions for Bidders.
3. Summary of Work
4. Bid Form
5. Qualification Statement
6. City Form (CF-1 to CF6) Affidavits
7. This Agreement.
8. Performance bond.
9. Payment bond.
10. Other bonds.
11. General Conditions.
12. Supplementary Conditions.
13. Construction Drawings
14. Permit Plans
15. Referenced Specifications, Standards, Drawings, and Permits
16. Addenda (if applicable)
17. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid.

    b. Documentation submitted by Contractor prior to Notice of Award.

18. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice of Award (00510).

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

b. Notice to Proceed (00550).

c. Contractor's Application for Payment (00620).

d. Certificate of Substantial Completion (00625).

e. Request for Information (00932).

f. Shop Drawing/Submittal Log and Control Sheet (00936).

g. Shop Drawing/Submittal Control Form (00937).

h. Notice of Noncompliance (00938).

i. Certificate of Guarantee (00939).

j. Work Change Directive (00940).

k. Change Order (00941).

l. Construction Field Order (00942).

m. Contractor's Release (00943).

n. Surety's Release for Final Payment (00944).

o. Proposed Contract Modification (00945).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (a) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non- competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 Choice of Law

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

10.7 Venue

Venue for any action to enforce this contract shall be in Alachua County.

10.8 Sovereign Immunity

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Notwithstanding any other provision set forth in this contract, nothing contained in this Agreement shall be construed as a waiver of the Owner's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the Owner's potential liability under state or federal law. As such, the Owner shall not be liable under this contract for punitive damages or interest for the period before judgment. Further, the Owner shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this contract.

10.9 Public Records

Pursuant to Section 119.0701, Florida Statutes, the parties agree to the following:

A. During the term of this Agreement, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records required by the Owner to perform this service; (2) Upon request from the Owner, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost allowed by law, (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner; (4) Upon completion of the contract, Contractor will transfer, at no cost, all public records to the Owner, or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers to the Owner all public records upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

B. The Contractor shall keep and make available to the Owner for inspection and copying, upon written request by the Owner, all records in the Contractor's possession relating to this Agreement. Any document submitted to the Owner may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

unless exempted under Chapter 119, Florida Statutes.

C. During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the Owner shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

D. The Owner shall promptly notify the Contractor in writing of any request received by the Owner for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the Owner, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the Owner, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the Owner from all claims and damages related to any disclosure of documents by the Owner.

E. If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the Owner that a demand has been made to disclose the Contractor's Confidential Information,

F. then the Contractor waives its claim is Confidential Information and releases the Owner from claims or damages related to the subsequent disclosure by the Owner.

G. A request to inspect or copy public records relating to this Agreement must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Consultant must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time.

H. If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement and the Owner shall enforce this Agreement and the Contractor may be subject to penalties pursuant to Chapter 119.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

I. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-472-2446, OR CITY CLERK, CityClerk@newberryfl.gov, 25493 NW 1ST AVENUE, NEWBERRY, FL 32669.**

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

E-Verify Requirements:

Pursuant to Section 448.095, Florida Statutes, Contractor and its subcontractors shall, register with and use the U.S. Department of Homeland Security's E-Verify system to verify work authorization status of all employees hired during the term of this Contract and must, upon request, provide evidence of compliance with this provision.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section

Human Trafficking:

Pursuant to §787.06(14), Florida Statutes, when this Agreement is executed, renewed, or extended the Contractor must provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services. To comply, the Contractor shall complete and submit the Human Trafficking Affidavit included in the bid documents.

Diversity, Equity, and Inclusion (DEI):

Pursuant to Section 287.139, Florida Statutes, Contractor certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Contractor acknowledges that this certification is a

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

material representation upon which the City has relied in entering into this Agreement. Contractor shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

Scrutinized Companies:

Pursuant to Florida Statute Section 287.135, Contractor certifies at the time it submits a bid or proposal for a contract or before the Contractor enters into or renews a contract with the City for goods or services of any amount, that the Contractor is not participating in a boycott of Israel. Any contract for goods or services, regardless of amount, entered into or renewed on or after July 1, 2025, may be terminated at the option of the City if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Pursuant to Florida Statute Section 287.135, Contractor certifies at the time it submits a bid or proposal for a contract or before the Contractor enters into or renews a contract with the City for goods or services of $1 million dollars or more, that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria.

Any contract for goods or services of $1 million dollars or more entered into or renewed on or after July 1, 2018, may be terminated at the option of the City if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List, been engaged in business operations in Cuba or Syria, or has been placed on a list pursuant to Florida Statute 215.473, relating to scrutinized active business operations in Iran.

Insurance Requirements

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the City of Newberry, a stipulation will be made in the contract or purchase order that requires contractors,

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Newberry. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least $1,000,000 each accident and $1,000,000 each employee/$1,000,000 policy limit for disease. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers' liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS
The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE
1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the CITY OF NEWBERRY, Florida 25493 NW 1st Avenue, Newberry, Florida 32669. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.
2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.
3. If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES
Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on (which is the Effective Date of the Agreement).

OWNER: City of Newberry, Florida, a municipal corporation	CONTRACTOR:
_____	_____
Title: City Manager	Title:
_____	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
_____	
Title:	Title:
_____	Address for giving notices:
	Address for giving notices:
_____	_____
_____	_____
_____	_____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00550
NOTICE TO PROCEED

Date: _____

Project: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue	
Owner: City of Newberry	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 90 calendar days, and the number of days to achieve readiness for final payment is 120 calendar days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

_____
Owner

Given by:

_____
Authorized Signature

_____
Title

_____
Date

Copy to Engineer

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00610
PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date
of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00610
PERFORMANCE BOND

CONTRACTOR AS PRINCIPAL	SURETY
_____ (Seal)	Contractor's Name and Corporate Seal
_____ (Seal)	Surety's Name and Corporate Seal
By:_____	By:_Signature Signature (Attach Power of Attorney)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
Attest:_____	Attest:_____
Signature _____	Signature_____
_____ Title	_____ Title

Note: Provide execution by additional parties, such as joint ventures', if necessary.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 0610
PERFORMANCE BOND

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contractor
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

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

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor Default or within two years after Contractor ceased working or within two years after 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

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

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker:

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE[illegible]0614
PUBLIC W[illegible]VER PAGE

F.S. Chapter 255.05 (1)(a)

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO. : _____

OBLIGEE NAME: _____

(If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO.: _____

BOND AMOUNT: _____

CONTRACT NO.: (If applicable) _____

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION:

_____

_____

(If applicable)

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 0615
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 0615
PAYMENT BOND

CONTRACTOR AS PRINCIPAL SURETY

_____ (Seal)
Contractor's Name and Corporate Seal

_____ (Seal)
Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

_____ _____
Print Name Print Name

_____ _____
Title Title

Attest: _____ Attest: _____
Signature Signature

_____ _____
Title Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 0620
CONTRACTORS A ON FOR PAYMENT

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

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly: and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

1. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

2. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
3. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
4. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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.
5. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
6. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
7. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
8. Definitions

    8.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

    8.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

    8.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

Owner: City of Newberry	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities No

Amended Owner's Amended Responsibilities:

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
ACCEPTED BY OWNER	DATE

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00700
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

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

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20211-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.1 Defined Terms 1
1.2 Terminology 5

Article 2 – Preliminary Matters 6
1.1 Delivery of Bonds and Evidence of Insurance 6
1.2 Copies of Documents 6
1.3 Commencement of Contract Times; Notice to Proceed 6
1.4 Starting the Work 7
1.5 Before Starting Construction 7
1.6 Preconstruction Conference; Designation of Authorized Representatives 7
1.7 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
2.1 Intent 8
2.2 Reference Standards 8
2.3 Reporting and Resolving Discrepancies 9
2.4 Amending and Supplementing Contract Documents 9
2.5 Reuse of Documents 10
2.6 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 11
3.1 Availability of Lands 11
3.2 Subsurface and Physical Conditions 11
3.3 Differing Subsurface or Physical Conditions 12
3.4 Underground Facilities 13
3.5 Reference Points 14
3.6 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
4.1 Performance, Payment, and Other Bonds 16
4.2 Licensed Sureties and Insurers 16
4.3 Certificates of Insurance 17
4.4 Contractor's Insurance 17
4.5 Owner's Liability Insurance 19
4.6 Property Insurance 19
4.7 Waiver of Rights 20
4.8 Receipt and Application of Insurance Proceeds 21

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

4.9 Acceptance of Bonds and Insurance; Option to Replace 21
4.10 Partial Utilization, Acknowledgment of Property Insurer 22

Article 6 – Contractor's Responsibilities 22
5.1 Supervision and Superintendence 22
5.2 Labor; Working Hours 22
5.3 Services, Materials, and Equipment 22
5.4 Progress Schedule 23
5.5 Substitutes and "Or-Equals" 23
5.6 Concerning Subcontractors, Suppliers, and Others 25
5.7 Patent Fees and Royalties 27
5.8 Permits 27
5.9 Laws and Regulations 28
5.10 Taxes 28
5.11 Use of Site and Other Areas 28
5.12 Record Documents 29
5.13 Safety and Protection 29
5.14 Safety Representative 30
5.15 Hazard Communication Programs 30
5.16 Emergencies 30
5.17 Shop Drawings and Samples 31
5.18 Continuing the Work 32
5.19 Contractor's General Warranty and Guarantee 33
5.20 Indemnification 33
5.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 35
6.1 Related Work at Site 35
6.2 Coordination 35
6.3 Legal Relationships 36

Article 8 – Owner's Responsibilities 36
1.1 Communications to Contractor 36
1.2 Replacement of Engineer 36
1.3 Furnish Data 36
1.4 Pay When Due 36
1.5 Lands and Easements; Reports and Tests 36
1.6 Insurance 36
1.7 Change Orders 37
1.8 Inspections, Tests, and Approvals 37
1.9 Limitations on Owner's Responsibilities 37
1.10 Undisclosed Hazardous Environmental Condition 37
1.11 Evidence of Financial Arrangements 37
1.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
1.1 Owner's Representative 37

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.2 Visits to Site 37
1.3 Project Representative 38
1.4 Authorized Variations in Work 38
1.5 Rejecting Defective Work 38
1.6 Shop Drawings, Change Orders and Payments 39
1.7 Determinations for Unit Price Work 39
1.8 Decisions on Requirements of Contract Documents and Acceptability of Work 39
1.9 Limitations on Engineer's Authority and Responsibilities 39
1.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
1.1 Authorized Changes in the Work 40
1.2 Unauthorized Changes in the Work 41
1.3 Execution of Change Orders 41
1.4 Notification to Surety 41
1.5 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
3.1 Cost of the Work 42
3.2 Allowances 45
3.3 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 46
1.1 Change of Contract Price 46
1.2 Change of Contract Times 47
1.3 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
1.1 Notice of Defects 48
1.2 Access to Work 48
1.3 Tests and Inspections 49
1.4 Uncovering Work 49
1.5 Owner May Stop the Work 50
1.6 Correction or Removal of Defective Work 50
1.7 Correction Period 50
1.8 Acceptance of Defective Work 51
1.9 Owner May Correct Defective Work 52

Article 14 – Payments to Contractor and Completion 52
1.1 Schedule of Values 52
1.2 Progress Payments 52
1.3 Contractor's Warranty of Title 55
1.4 Substantial Completion 55
1.5 Partial Utilization 56
1.6 Final Inspection 57
1.7 Final Payment 57
1.8 Final Completion Delayed 58

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.9 Waiver of Claims 58

Article 15 – Suspension of Work and Termination 59
2.1 Owner May Suspend Work 59
2.2 Owner May Terminate for Cause 59
2.3 Owner May Terminate For Convenience 60
2.4 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 61
16.01 Methods and Procedures 61

Article 17 – Miscellaneous 61
3.1 Giving Notice 61
3.2 Computation of Times 62
3.3 Cumulative Remedies 62
3.4 Survival of Obligations 62
3.5 Controlling Law 62
3.6 Headings 62

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit PriceWork).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.2 Terminology

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

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

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

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- does not conform to the Contract Documents; or
- does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

E. Furnish, Install, Perform, Provide:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

1.1 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

1.2 Copies of Documents

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

1.3 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.4 Starting the Work

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

1.5 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

1.6 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

1.7 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- *Intent*

  - The Contract Documents are complementary; what is required by one is as binding as if required by all.

  - It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

  - Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

- *Reference Standards*

  - Standards, Specifications, Codes, Laws, and Regulations

    - Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

    - No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

- *Reporting and Resolving Discrepancies*

  - *Reporting Discrepancies:*

    - *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

    - *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

    - Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

  - *Resolving Discrepancies:*

    - Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

      - the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

      - the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

- *Amending and Supplementing Contract Documents*

  - The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

  - The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

- A Field Order;
- Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
- Engineer's written interpretation or clarification.

- *Reuse of Documents*
  - Contractor and any Subcontractor or Supplier shall not:
    - have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
    - reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
  - The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.
- *Electronic Data*
  - Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
  - Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
  - When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

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

1.1 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

1.2 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.3 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate;or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents;or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Timesif:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

1.4 Underground Facilities

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

1.5 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

1.6 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 – BONDS AND INSURANCE

1.1 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

1.2 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

1.3 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

1.4 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

- by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

- by any other person for any otherreason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

- Such insurance shall remain in effect for two years after final payment.

- Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.5 Owner's Liability Insurance

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

1.6 Property Insurance

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

1.7 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner;and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

1.8 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

1.9 Acceptance of Bonds and Insurance; Option to Replace

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

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

1.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use oroccupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

2.1 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

2.2 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

2.3 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the ContractDocuments.

2.4 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

2.5 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items:

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- perform adequately the functions and achieve the results called for by the general design,
- be similar in substance to that specified, and
- be suited to the same use as that specified;

2) will state:

- the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
- whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty will identify:

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

- all variations of the proposed substitute item from that specified, and
- available engineering, sales, maintenance, repair, and replacement services; and

3) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

2.6 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

2.7 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

2.8 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

2.9 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

2.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

2.11 Use of Site and Other Areas

A. Limitation on Use of Site and OtherAreas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

2.12 Record Documents

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

2.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

2.14 Safety Representative

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

2.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

2.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

2.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility ofContractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2.18 Continuing the Work

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

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

2.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

2.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

2.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

3.1 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

3.2 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

3.3 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

1.1 Communications to Contractor

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

1.2 Replacement of Engineer

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

1.3 Furnish Data

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

1.4 Pay When Due

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

1.5 Lands and Easements; Reports and Tests

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

1.6 Insurance

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

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.7 Change Orders

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

1.8 Inspections, Tests, and Approvals

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

1.9 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

1.10 Undisclosed Hazardous Environmental Condition

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

1.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

1.12 Compliance with Safety Program

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

- *Owner's Representative*

  - Engineer **may** be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

- *Visits to Site*

  - Engineer **may** make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, **may** determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

- *Project Representative*

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

- *Authorized Variations in Work*

  - Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

- *Rejecting Defective Work*

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

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

- *Shop Drawings, Change Orders and Payments*

  - In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

  - In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

  - In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

  - In connection with Engineer's authority as to Applications for Payment, see Article 14.

- *Determinations for Unit Price Work*

  - Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

  - Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

  - Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

  - Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

  - When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- *Limitations on Engineer's Authority and Responsibilities*

  - Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the ContractDocuments.

- Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

- *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

1.1 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.2 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

1.3 Execution of Change Orders

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

1.4 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

1.5 Claims

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

2.1 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

2.2 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

2.3 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

3.1 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

3.2 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

3.3 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipatedproject.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

1.1 Notice of Defects

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

1.2 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.3 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

1.4 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

1.5 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

1.6 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

1.7 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

1.8 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.9 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

2.1 Schedule of Values

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

2.2 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   - the Work has progressed to the point indicated;

   - the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   - the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   - inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   - to supervise, direct, or control the Work, or
   - for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
   - for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
   - to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
   - to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

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

C. Payment Becomes Due:

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

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   - claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
   - Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
   - there are other items entitling Owner to a set-off against the amount recommended; or
   - Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

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

2.3 Contractor's Warranty of Title

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

2.4 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

2.5 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

2.6 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

2.7 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   - all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   - consent of the surety, if any, to final payment;

   - a list of all Claims against Owner that Contractor believes are unsettled;and

   - complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

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

2.8 Final Completion Delayed

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

2.9 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

3.1 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

3.2 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright ©
2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

3.3 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3.4 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

1. Methods and Procedures

- Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

- Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

    - elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

    - agrees with the other party to submit the Claim to another dispute resolution process; or

    - gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

1. Giving Notice

- Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

- delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

- delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

2. *Computation of Times*

- When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

3. *Cumulative Remedies*

- The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

4. *Survival of Obligations*

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

5. *Controlling Law*

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

6. *Headings*

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

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SE 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplemental Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions with the prefix changed to “SC”.

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

Add the following new paragraph immediately after paragraph 1.01.51:

SC-1.01.52 SURETY - The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 PRELIMINARY MATTERS

Delete paragraph 2.01.B in its entirety and insert the following in its place:

SC-2.01.B Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.01 Add the following new paragraph immediately after Paragraph GC-2.01.B: SC-

2.01C Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and sub-consultants of the following firms and municipal government(s):

1 City of Newberry (Owner)
2 (Engineer)

SC-2.02.A Amend the first sentence of paragraph 2.02.A of the General Conditions by changing “up to ten” to “five”.

SC 2.03.A Amend the third sentence of paragraph 2.03.A of the General Conditions by changing “sixtieth” to “one hundred twenty”.

Add the following new paragraph immediately after paragraph 2.03.A:

SC-2.03.B Owner may issue Notice to Proceed at the Preconstruction Conference. Contractor shall begin the Work within twenty-four (24) hours of the date given in the Notice to Proceed. If Contractor does not start the Work within ten (10) days after this date, Owner may, at his discretion, terminate Contractor in accordance with paragraph 15.02.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item #7.

Add the following new paragraph immediately after paragraph 2.03.A:

SC-2.03.B Owner may issue Notice to Proceed at the Preconstruction Conference. Contractor shall begin the Work within twenty-four (24) hours of the date given in the Notice to Proceed. If Contractor does not start the Work within ten (10) days after this date, Owner may, at his discretion, terminate Contractor in accordance with paragraph 15.02.

SC-2.05.A Amend the first sentence of paragraph 2.05.A of the General Conditions by changing “Within ten days after the Effective date of the Agreement” to “At the Preconstruction Conference”.

SC-2.05.A.4 Add the following new subparagraph immediately after paragraph 2.05.A.3 of the General Conditions: “4. a detailed Maintenance of Traffic (MOT) layout in accordance with Article 1.06 of the Summary of Work.”

SC-2.06.A Amend the first sentence of paragraph 2.06.A of the General Conditions by changing “Before any Work at the Site is started” to “Within twenty days after the Owner signs the Agreement.”

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Delete paragraph 3.03.B in its entirety and insert the following in its place:

SC-3.03.B Notwithstanding the provisions of paragraph 3.03A, where conflict, error, ambiguity, or discrepancy exists within or between the Contract Documents, the more stringent requirements apply; otherwise the order of precedence (from highest to lowest) of the Contract Documents shall be as follows:

2 Change Orders and Field Orders, with the most recently issued instrument having precedence;
3 Addendums with the most recently issued instrument having precedence.
4 Bidding Requirements;
5 These Supplementary Conditions;
6 The General Conditions;
7 Technical Specifications;
8 Drawings;
9 The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents);
10 The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

Figure dimensions in Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

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

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Add the following to the end of paragraph 4.01.C:

SC-4.01.C Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

Add the following new paragraphs immediately after paragraph 4.02.B:

SC-4.02.C In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

Exhibit 1 SW 254th Street Extension Construction Plans

Exhibit 2 SW 254th Street Extension Permit Plans including Boundary and Topographic Surveys T

SC-4.02.D Copies of these reports and drawings itemized in SC-4.02.C that are not included with the Bidding Documents may be examined at the Engineer's office during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of Drawings and Specifications.

Amend the last sentence in paragraph 4.03.C.3 to read:

SC-4.03.C.3 However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

SC-4.06.A Delete Paragraph 4.06.A in its entirety and insert the following in its place:

Reports and Drawings: In the preparation of Drawings and Specifications, Engineer or Engineer's consultants relied upon the following reports and drawings relating to Hazardous Environmental Conditions at the site:

None.

SC-4.06.H Amend the first paragraph of 4.06.H of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 5 BONDS AND INSURANCE

Delete paragraph 5.01.B in its entirety and insert the following in its place:

SC-5.01.B All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Payment Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a Surety licensed to transact such business in the State of Florida and named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure of the Contractor to deliver required Bonds in the form prescribed may constitute an event justifying termination for cause pursuant to Paragraph 15.02. The expense for all Bonds shall be Contractor's responsibility.

Insert the following sentence immediately before the last sentence of paragraph 5.02.A:

SC-5.02.A Bonds and insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida.

SC-5.03.B Delete Paragraph 5.03.B in its entirety.

Add the following new paragraphs immediately after paragraph 5.03.E:

SC-5.03.F Umbrella Liability insurance is preferred, but an Excess Liability equivalent is acceptable. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages, including, but not limited to the coverage Trigger, defense, notice of occurrence/accident/ circumstances, notice of claim and extended reporting period.

SC-5.03.G No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 12.03.

SC-5.03.H Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

SC-5.03.I Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SC-5.03.J Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.

SC-5.03.K The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

Add the following new paragraphs immediately after paragraph 5.04.B:

SC-5.04.C The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

3 Workers compensation and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

3.1 State — Statutory

3.2 Applicable Federal (e.g., Longshoreman's) — Statutory

c. Employer's Liability

Each Employee	$1,000,000
Each Accident	$1,000,000
Disease Policy Limit	$1,000,000
Disease Each Employee	$1,000,000

4 Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions, which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate (Except Products - Completed Operations) $1,000,000

b. Products - Completed Operations Aggregate $1,000,000

c. Each Occurrence (Bodily Injury and Property Damage) $1,000,000

d. Property Damage liability insurance may be required to include Explosion, Collapse and Underground coverages where applicable.

e. Excess or Umbrella Liability

General Aggregate	$2,000,000
Each Occurrence	$1,000,000

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
Combined Single Limit $1,000,000

1 Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

1.1 City of Newberry (Owner)
1.2 .Locklear & Associates, Inc. (Engineer)

SC-5.06.A—Change “Unless otherwise provided in the Supplementary Conditions, Owner” to “Contractor.”

SC-5.06.A.1—Add the following after SC-5.06.A.1 as a separate

paragraph: Additional Insureds shall include the following:

1 City of Newberry (Owner)
2 (Engineer)

SC-5.06.B—Change “Owner shall purchase” to “Contractor shall purchase.”

SC-5.06.E—Substitute “Contractor” for “Owner” wherever the word “Owner” appears. Substitute “Owner” for “Contractor” wherever the word “Contractor” appears.

Delete 5.09.A in its entirety and insert the following in its place:

SC-5.09.A If Owner has any objection to the coverage afforded by or other provisions of Bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

Add the following to the end of paragraph 6.01.A

SC-6.01.A Owner reserves the right to reject any means, methods, techniques, sequences or procedures proposed by Contractor which:

2 will constitute or create a hazard to the Work or to persons or damage to property or existing utilities; or

3 will not produce finished work in accordance with the terms of the Contract Documents.

Owner's failure to exercise his right to reject such means, methods, techniques, sequences or procedures shall not relieve the Contractor of his obligation to

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item #7.

accomplish the result intended in the Contract Documents nor shall the exercise of such right to reject create a cause of action for damages.

Add the following new paragraph immediately after paragraph 6.02.B:

SC-6.02.C Engineer shall record time and costs required by Engineer and Engineer's Consultants to provide services due to Contractor's working beyond regular working hours as defined in the General Requirements. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-6.04.B Add the following new paragraph immediately after paragraph 6.04.A of the General Conditions: “B. Contractor shall submit to Engineer and Owner a written progress report each week, together with an updated Progress Schedule. Each report shall describe Work completed during the week, Work planned for the following week, traffic management activities and any changes to the MOT layout, and any actual or anticipated delays.”

Add the following new paragraphs immediately after paragraph 6.05.A.2.d:

SC-6.05.A.2.e Each action mentioned above required for review of proposed substitute items of material or equipment shall be followed in the order given. Failure to do so shall be cause for rejection of the proposed substitution.

SC-6.05.A.2.f Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluation of substitutions. Owner's reimbursement for the charges shall be a deduction from Contractor’s Partial Payment(s).

Add the following to the end of paragraph 6.06.A:

SC-6.06.A Contractor shall not subcontract part(s) of the work, the aggregate cost of which is greater than 50 percent of the contract price, without prior written approval by Owner. Contractor shall cause appropriate provisions to be inserted in each subcontract making the Owner and Engineer a third party beneficiary of such subcontract and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provision of the Contract Documents. Each Subcontractor shall discharge all duties and responsibilities of Contractor to Owner covered by his subcontract.

Insert the following at the beginning of paragraph 6.06.A:

SC-6.06.A Subcontractors and Suppliers, if not required to be or are not disclosed in Contractor’s Bid, shall be disclosed to Owner and Engineer prior to execution of the Agreement.

Add the following to the end of paragraph 6.08:

SC-6.08 Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Add the following to the end of paragraph 6.09.A:

SC-6.09.A Contractor shall also cause all Subcontractors to comply with all Laws and Regulations bearing on the conduct of the Work.

Insert the following at the beginning of paragraph 6.09.B:

SC-6.09.B If Contractor observes that the Contract Documents are at variance with Laws or Regulations, Contractor shall promptly notify Engineer in writing. Contractor shall not proceed with the Work until so instructed by Owner. Any necessary adjustments to the Contract Price or the Contract Times shall be made as provided in the Contract Documents.

Add the following to the end of paragraph 6.12.A:

SC-6.12.A Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version. Upon completion of the Work and prior to final payment, Contractor shall submit as-built record drawings signed and sealed by a professional engineer or a professional surveyor and mapper licensed in the State of Florida.

Add the following new paragraph immediately after paragraph 6.13.A.3:

SC-6.13.A Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

Add the following new paragraph immediately after paragraph 6.17.E.1:

SC-6.17.E.2 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner’s reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-6.20.A Amend the first paragraph of 6.20.A of the General Conditions by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)”

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Add the following new paragraph immediately after paragraph 6.20.C:

SC-6.20.D Neither Contractor nor Owner shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of any right, title, or interest therein, or any obligations thereunder, without written consent of the other party.

ARTICLE 8 OWNER'S RESPONSIBILITIES

SC-8.02 Amend paragraph 8.02 of the General Conditions by striking out the following words: “to whom Contractor makes no reasonable objection.”

ARTICLE 9 ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.03 Add the following new paragraphs immediately after 9.03A:

- The Resident Project Representative is the Engineer’s agent at the site, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the Resident Project Representative’s actions. The Resident Project Representative’s dealings in matters pertaining to the on- site work shall in general be with the Engineer and the Contractor keeping the Owner advised as necessary. The Resident Project Representative’s dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. The Resident Project Representative shall generally communicate with the Owner with the knowledge of and under the direction of the Engineer.

SC-9.03.B.1 Duties and Responsibilities of the Resident Project Representative

SC-9.03.B.1.a Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

SC-9.03.B.1.b Conferences and Meetings: Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

SC-9.03.B.1.c Liaison:

3 Serve as Engineer’s liaison with the Contractor, working principally through the Contractor’s superintendent and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the Owner’s liaison with the Contractor with the Contractor’s operations affect the Owner’s onsite operations.

4 Assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

SC-9.03.B.1.d Shop Drawings and Samples:

1. Record date of receipt of Shop Drawings and samples.
2. Receive samples which are furnished at the site by the Contractor,

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

and notify the Engineer of availability of samples for examination.

3. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been reviewed by the Engineer.

SC-9.03B.1.e Review of Work, Rejection of Defective Work, Inspections and Tests:

2. Conduct onsite observations of the Work in progress to assist the Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
3. Report to the Engineer whenever the Resident Project Representative believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the Engineer of Work that the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or required special testing, inspection, or approval.
4. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.
5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to the Engineer.

SC-9.03.B.1.f Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

SC-9.03.B.1.g Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to the Engineer. Transmit to the Contractor decisions as issued by the Engineer.

SC-9.03.B.1.h Records:

1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
2. Keep a diary or log book recording the Contractor's hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures;

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

and send copies to the Engineer.

3. Record names, address, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

SC-9.03.B.1.i Reports:

i. Furnish the Engineer with periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedules of Shop Drawing and sample submittals.
j. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
k. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommend to the Engineer Change Orders, Work Directive Changes, and Field Orders.
l. Report immediately to the Engineer and Owner upon the occurrence of any accident.

SC-9.03.B.1.j Payment Requests: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

SC-9.03.B.1.k Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.

SC-9.03.B.1.l Completion:

j. Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
k. Conduct final inspection in the company of the Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
l. Observe that all items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

SC-9.03.B.2 Limitations of Authority of the Resident Project Representative:

SC-9.03.B.2.a Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Engineer.

SC-9.03.B.2.b Shall not exceed limitations of the Engineer's authority as set forth in the Contract Documents.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SC-9.03.B.2.c Shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent.

SC-9.03.B.2.d Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

SC-9.03.B.2.e Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

SC-9.03.B.2.f Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.

SC-9.03.B.2.g Shall not authorize the Owner to occupy the Project in whole or in part.

SC-9.03.B.2.h Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

Add the following new paragraph immediately after paragraph 9.05.A:

SC-9.05.B Contractor shall reimburse the Owner for the charges of Engineer and Engineer's Consultants for any additional field observations, engineering analysis, correspondence, meetings, or other work due to non-complying or defective construction, materials, or equipment performed or furnished by the Contractor, Subcontractors, or Suppliers. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s).

ARTICLE 10 CHANGES IN THE WORK; CLAIMS

SC-10.05.B Amend the first sentence of paragraph 10.05.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 15 days)".

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

Add the following to the end of paragraph 11.01.A.5.c:

SC-11.01.A.5.c In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.

SC-11.01.A.5.f Amend the first sentence of paragraph 11.01.A.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D)."

Add the following new paragraphs immediately after paragraph 11.01.A.5.i:

SC-11.01.A.5.j The cost of compliance with current local, state and federal

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

safety regulations.

Delete paragraph 11.03.D in its entirety and insert the following in its place:

SC-11.03.D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1 if the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

2 if there is no corresponding adjustment with respect to any other item of work; and

3 if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

Add the following new paragraphs immediately after paragraph 11.03.D:

SC-11.03.E If Owner objects to Contractor's quoted adjustment in Unit Price Work set forth in paragraph 11.03.D, Owner may assign such work to its own forces or another contractor.

SC-11.03.F Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 12.

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

SC-13.02.B Add the following new paragraph immediately after paragraph 13.02.A of the General Conditions: “B. Florida Department of Transportation personnel shall be afforded access to the Site and the Work for observation and inspection in accordance with paragraph 13.02.A.”

Add the following to the end of paragraph 13.03.A:

SC-13.03.A Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item #7.

distributed to the Contractor in accordance with the Contract Documents.

SC-13.03.B Delete paragraph 13.03.B of the General Conditions and add the following in its place:

The Contractor shall obtain and employ an independent testing laboratory to provide the services specified herein and shall include all costs for these services in the contract price. The Contractor shall submit for approval by the Owner and Engineer, the independent testing laboratory, including qualifications.

The Contractor shall also submit unit costs for specified tests to be reimbursed by the Testing Allowance. All field work, including labor, equipment, travel, etc., performed by the approved independent testing laboratory is the responsibility of the Contractor and shall be included in the Contract Price. These costs are not included in the Testing Allowance.

Copies of all testing agency invoices submitted to the Contractor for payment shall be forwarded with the Contractor's request for partial payment. Invoices shall be submitted routinely throughout the project and shall be pertinent to the partial payment period under consideration. Testing agency invoices in excess of 60 days old shall not be considered for payment. Invoices shall clearly indicate type and amount of tests performed and unit and total cost and shall indicate if the invoiced testing cost is a result of retests required due to the Contractor's failure to achieve specified requirements. The cost of retesting due to test failure will be borne by the Contractor. Payment to the Contractor for testing shall not be made without the required itemized invoicing.

SC-13.06.A In the second line, change “Engineer” to “Owner (or, prior to Engineer’s recommendation of final payment, Engineer).”

SC-13.08.A Amend the first sentence of 13.08.A, by (i) changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)” and (ii) deleting “(and, prior to Engineer’s recommendation of final payment, Engineer)”

SC-13.09.A Amend the first sentence of 13.09.A by (i) in the first line, changing “Engineer” to “Owner (or, prior to Engineer’s recommendation of final payment, Engineer)” and (ii) in the second line, by changing “Engineer” to “Owner (or, prior to Engineer’s recommendation of final payment, Engineer).”

SC-13.09.C Amend the first sentence of 13.09.C by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)”

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

Delete Paragraph 14.02.A.2 in its entirety and insert the following in its place:

SC-14.02.A.2 Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC-14.02.B.1 Amend the last sentence of the paragraph by adding the following words: “or direct Engineer to present the Application to Owner with Engineer’s recommendation of partial payment.”

SC-14.02.B.2 After the word “schedules”, add the words “and the Contract Documents”

Add the following new paragraph immediately after paragraph 14.02.B.2.c:

SC-14.02.B.2.d Contractor’s other obligations under the Contract Documents have been fulfilled.

Add the following new paragraphs immediately after paragraph 14.02.B.5.d:

SC-14.02.B.5.e claims have been made against Owner on account of Contractor’s performance or furnishing of the Work;

SC-14.02.B.5.f Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure satisfaction and discharge of such Liens;

SC-14.02.B.5.g There are other items entitling Owner to a set-off against the amount recommended.

Add the following new paragraph immediately after paragraph 14.02.C.1:

SC-14.02.C.2 If Owner fails to make payment within 30 calendar days after recommendation by Engineer, in addition to other remedies available to Contractor, the interest rate defined in the Agreement shall commence on the first day after said payment is due and continue until the payment is received by Contractor.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Item #7.

Delete paragraph 14.02.D.1 in its entirety.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

Add the following text to SC-15.02.A:

SC-15.02.A.1 After the word “Contractor’s”, add the words “failure to start the work in accordance with the Notice to Proceed or Contractor’s”.

SC-15.03.A.1 Delete Paragraph 15.03.A.1 in its entirety and insert the following in its place:

all acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, to be measured by applying the percentage of completion of each item of such Work to the scheduled value of each item as stated in the Schedule of Values, less previous payments made for such item;

SC-15.03.A.2 Delete Paragraph 15.03.A.2 in its entirety.

END OF SECTION

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

REQUEST FOR INFORMATION (RFI)No. _____

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

TO: _____ DATE: _____

RE: CONTRACT DOCUMENTREFERENCE(S): _____

FROM: _____

DESCRIPTION OF RFI:

☐ INFORMATION ☐ CLARIFICATION ☐ INTERPRETATION

is Requested for the Items Described Below or in the Attached:

RESPONSE REQUESTED BY: _____ _____
DATE *SIGNATURE*

TO: _____ DATE: _____

FROM: _____

RESPONSE TO RFI NO.: _____

Our Response to your Request for ☐ INFORMATION ☐ CLARIFICATION ☐ INTERPRETATION

is Described Below or in theAttached: _____

ATTACHMENT: _____ _____
SIGNATURE

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SECTION 00936

SHOP DRAWING / SUBMITTAL LOG AND CONTROL SHEET

Project ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

Project No:_____

Owner: City of Newberry

Contractor:

Engineer:.

Project Manager:

Project Manager:

Project Manager:

PAGE OF

Contractor Submittal No.	Submittal No.	Description	Specification Section	CC / Date	Originals # Copies Received	Originals Date Received	To Reviewer Date	To QA/QC Date	To Const. Manager Date	ACTION					Transmitted to Contractor By and Date	Number of Copies Returned	Transmitted Via	Remarks
										Approved	Not Approved	Return for Correction	Approved As Noted	For Info. Only				
1	1																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
2	2																	
esubmittal	Resubmittal																	
esubmittal	Resubmittal																	
esubmittal	Resubmittal																	
3	3																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
4	4																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
5	5																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
6	6																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 937
SHOP DRAWING SUBMITTAL CONTROL FORM

SHOP DRAWING/SUBMITTAL CONTROL FORM

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

CONTRACTOR INFORMATION

SUBMITTAL DATE: _____ SUBMITTAL NUMBER: _____ NO. OF COPIES SENT: _____

☐ ORIGINAL SUBMITTAL ☐ RESUBMITTAL ☐ SUPPLEMENT ☐ INFORMATION ONLY

NOTE: If other than original then include: Date of Original _____ Submittal No. of Original _____

A. SPECIFICATION SECTION AND SUB-SECTIONNUMBER: _____

B. DESCRIPTION: _____

C. MANUFACTURED BY: _____ INSTALLED BY: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with:

☐ NO DEVIATIONS ☐ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS

Any deviations not brought to the attention of the Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if required by Engineer.

ENGINEER INFORMATION

NO. OF COPIES RECEIVED _____ NO. OF COPIES RETURNED _____

ACTIVITY	DATE	PERSON	COMMENT
RECEIVED			
RETURNED			

STATUS: ☐ NO EXCEPTIONS NOTED ☐ MAKE CORRECTIONS AS NOTED ☐ SEE ATTACHED COMMENTS

☐ AMEND AND RESUBMIT ☐ REJECTED SEE REMARKS

COMMENTS: _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

NOTICE OF NONCOMPLIANCE (NON)No. _____

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

TO: _____ DATE: _____
_____ TIME: _____
_____

NONCOMPLIANCE OBSERVATION: _____

DETAILS OF OBSERVATION: _____

REFERENCE TO CONTRACT DOCUMENTS: _____

Your response to this notice is required by the close of business on the day following the date of issuance. Receipt of the above notice of noncompliance is hereby acknowledged by:

_____

THIS THE _____ DAY OF _____, 20____

BY:

TITLE: _____ _____
CONTRACTOR'S REPRESENTATIVE RESIDENT PROJECT REPRESENTATIVE

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

CERTIFICATE OF GUARANTEE

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

DESCRIPTION OF WORK: _____

DATE OF ISSUANCE: _____

The Work under the Contract, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the work, including the Contractor, each subcontractor, all material supply houses and all manufacturers whose products and/or equipment are incorporated into the facilities.

Neither the Certificate of Substantial Completion, Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work, materials, or equipment not performed or installed in accordance with the Contract Documents, or relieve the Contractor or his Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

CONTRACTOR	BY	DATE
ENGINEER	BY	DATE
OWNER	BY	DATE

XC: DESIGN ENGINEER - CONSTRUCTION ENGINEER - CONTRACTOR - OWNER

OTHER: _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 940
WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO. _____

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

Contractor is directed to proceed promptly with the following change(s):

ITEM NO.	DESCRIPTION
1	
2	
3	

ATTACHMENTS

PURPOSE FOR WORK CHANGE DIRECTIVE:

Authorization for Work described herein to proceed on the basis of Cost of the

☐ Work due to: Non-agreement on pricing of proposed change.

☐ Necessity to expedite Work described herein before agreeing to changes on Contract Price and Contract Time.

☐ Other: _____

ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIME:

Contract Price: $_____(increase/decrease) Contract Time (days): _____(increase/decrease)

_____ _____
ENGINEER SIGNATURE *DATE*

_____ _____
OWNER REPRESENTATIVE SIGNATURE *DATE*

_____ _____
CONTRACTOR REPRESENTATIVE SIGNATURE *DATE*

_____ _____
DATE

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 941
CHANGE ORDER

CHANGE ORDER (CO) NO. _____

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] from previously approved Change Orders No._____ to No._____: $_____	[Increase/Decrease] from previously approved Change Orders No._____ to No. : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] of this Change Order: $_____	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
SUBTOTAL		

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 941
CHANGE ORDER

ATTACHMENTS
(List documents supporting change.)

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 942
CONSTRUCTION FIELD ORDER

CONSTRUCTION FIELD ORDER (CFO)NO. _____

OWNER/CLIENT: City of Newberry PROJECT NO.: 2026-13 PROJECT MANAGER: Rance Green

ENGINEER _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: ITB 2026-13, City of Newberry SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

SPECIFICATION SECTION REFERENCE: _

DRAWINGS / DETAILS REFERENCE: _

ATTENTION: You are hereby directed to promptly execute this Construction Field Order, issued in accordance with General Conditions Paragraph 9.01A, for minor changes in the Work without changes in Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Time is required, please notify the Engineer immediately and before proceeding with this Work.

DESCRIPTION AND REASON FOR CHANGE

ATTACHMENTS

ENGINEER SIGNATURE *DATE*

Contractor hereby acknowledges receipt of the above Construction Field Order.

CONTRACTOR REPRESENTATIVE SIGNATURE DATE

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 943
CONTRACTORS RELEASE

Before me, the undersigned authority, appeared who, being first duly sworn and deposed, says that he is of , a corporation authorized to do business under the Laws of the State of , which is the Contractor on Project No. , under a contract with , that the said deponent is duly authorized to make this affidavit, that deponent knows of his own knowledge that said contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as Contractor or any one in connection with the Work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to simultaneously with the making of this affidavit constitutes all claims and demands against on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of from any further claims, demands, or compensation by the Contractor under the above contract. Deponent further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

_____

(Contractor's Officer)

Sworn to and subscribed to before
me this_____day of_____, 20__

_____

(Notary Public)

My Commission Expires _____

(Seal)

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

SEC 944
SURETY'S RELEASE FOR FINAL PAYMENT

CONTRACTOR:_____ CONTRACT:_____

_____ _____
_____ _____
_____ _____

We, the, having therefore executed a performance bond for the above-named contractor covering the project and section as described above in the sum of, ( ), hereby agree that may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right to make payment of the final estimate to said contractor and/or his assignee, shall in no wise relieve this surety company of its obligations under its bond, as set forth in the specifications, contract, and bond pertaining to the above project.

IN WITNESS WHEREOF, the has caused this instrument to be executed on its behalf by its and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this day of _____20__.

_____

Surety Company

(Power of Attorney must be attached if executed by in fact.)

By:_____attorney

STATE OF_____COUNTY OF _____

Before me, the undersigned authority, personally appeared , to me well known as the person described in and who executed the foregoing instrument in the name of ,as its and the said acknowledged that he executed said instrument in the name of _____, as its and/or for the purposes therein expressed and that he had due and legal authority to execute the same on behalf of said_____, a corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at this day of_____,20__.

_____

(Notary Public)

My Commission Expires _____

(Seal)

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

REFERENCED SPECIFICATIONS, STANDARDS, DRAWINGS, AND PERMITS

1.01 INCORPORATED TECHNICAL REQUIREMENTS

A. The Work must be performed in accordance with the Contract Documents, including the Drawings, Specifications, referenced standards, permits, and requirements listed in this Section.

B. The following are incorporated into the Contract Documents for this Project:

1. Exhibit 1 — SW 254th Street Extension Construction Plans, prepared by Locklear & Associates Professional Corporation, dated August 19, 2026, or latest issued-for-bid version.
2. Exhibit 2 — SW 254th Street Extension Permit Plans
3. FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways, 2023, commonly referred to as the FDOT Greenbook.
4. FDOT Standard Plans, FY 2026-27.
5. FDOT Standard Specifications for Road and Bridge Construction, FY 2026-27.
6. Manual on Uniform Traffic Control Devices, 2023.
7. City of Newberry Manual of Standards and Specifications.
8. Florida Department of Environmental Protection, Chapter 62-555, latest effective date, as applicable to permitting and construction of public water systems.
9. American Water Works Association standards, latest edition, as applicable.
10. American National Standards Institute standards, latest edition, as applicable.
11. ASTM International standards, latest edition, as applicable.

C. Where the Contract Documents, Drawings, referenced standards, or permit requirements conflict, Contractor must promptly notify Engineer and Owner and must not proceed with the affected Work until the conflict is resolved by Addendum, Field Order, Work Change Directive, or Change Order, as applicable.

D. Nothing in this Section relieves Contractor from complying with Laws and Regulations, permits, utility-owner requirements, or applicable standards expressly shown or referenced in the Drawings.

END OF SECTION

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

REFERENCED FDOT SPECIFICATIONS

ITB 2026-13, SW 254TH STREET EXTENSION FROM SW 7TH AVENUE TO SW 10TH AVENUE

1.01 APPLICABLE FDOT STANDARD SPECIFICATIONS

A. The following sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FY 2026-27, together with all sections referenced within them, apply to this Project:

Section 100	Construction Equipment – General Requirements
Section 101	Mobilization
Section 102	Maintenance of Traffic
Section 104	Prevention, Control and Abatement of Erosion and Water Pollution
Section 105	Contractor Quality Control General Requirements
Section 110	Clearing and Grubbing
Section 120	Excavation and Embankment
Section 160	Stabilizing
Section 285	Optional Base Course
Section 286	Driveway Base
Section 300	Prime and Tack Coats
Section 320	Hot Mix Asphalt – Plant Methods and Equipment
Section 326	Milling of Existing Asphalt Pavement
Section 330	Hot Mix Asphalt – General Construction Requirements
Section 334	Superpave Asphalt Concrete
Section 522	Concrete Sidewalk and Driveways
Section 570	Performance Turf
Section 603	General Requirements for Traffic Control Signals and Devices
Section 700	Highway Signing
Section 706	Raised Pavement Markers and Bituminous Adhesive
Section 710	Painted Pavement Markings
Section 711	Thermoplastic Pavement Markings
Section 916	Bituminous Materials

1.02 MODIFICATIONS TO FDOT STANDARD SPECIFICATIONS

A. Where the referenced FDOT Standard Specifications cite “the Department,” the reference shall be read as “the Owner and/or the Engineer.”

B. Payment for this Project shall be made in accordance with the Bid Form. The FDOT sections defining Method of Measurement and Basis of Payment apply only where the corresponding unit price items are included in the Bid Form.

C. The additional requirements in this Section supersede the applicable portions of the FDOT Standard Specifications listed above.

D. Two (2) original certified reports shall be submitted for all material testing required by the referenced FDOT Standard Specifications.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.03 DEVIATIONS FROM FDOT PAVEMENT TESTING REQUIREMENTS

A. Two (2) original certified reports shall be submitted for asphalt lots based on the Master Production Range table.

B. The Contractor shall submit an approved asphalt mix design in accordance with FDOT Section 334-3.

C. Compaction of the asphalt mixture shall be performed in accordance with FDOT Section 330-7.

D. The Contractor shall provide the Engineer with asphalt density reports based on one (1) randomly located core per day's production.

E. Protection of the final surface shall be in accordance with FDOT Section 330-10.

F. The Engineer reserves the right to test any portion of the roadway at any time.

G. Asphalt spread rates, tack rates, and temperatures shall be recorded by the Contractor's quality control representative and may be checked by the Owner's or Engineer's resident observer at any time.

1.04 ADDITIONAL ENVIRONMENTAL REQUIREMENTS

A. **Protection of Natural Resources**

1. **General:** Natural resources within the Project boundaries and outside the limits of permanent Work shall be preserved in their existing condition or restored to an equivalent or improved condition, as determined by the Engineer, upon completion of the Work. The Contractor shall confine construction activities to the areas defined by the work schedule, Drawings, and Specifications.

2. **Land Resources:** Except in areas indicated to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy trees or shrubs. No ropes, cables, or guys shall be fastened to or attached to any existing tree for anchorage unless specifically authorized by the Engineer. Where such use is permitted, the Contractor shall be responsible for any resulting damage.

    a. **Tree Protection:** The Contractor shall include in its environmental protection plan the steps for protecting existing trees that are to remain and that may be injured, bruised, defaced, or otherwise damaged by construction operations. Rocks displaced into uncleared areas shall be removed and disposed of by the Contractor.

    b. **Repair or Restoration:** Trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be repaired or restored to their original condition at the Contractor's expense. The Engineer shall approve the repair or restoration before it begins and upon completion.

    c. **Temporary Construction:** The Contractor shall remove all signs of temporary construction facilities, including haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary roads, parking areas, and similar temporary-use areas shall be graded to conform with surrounding areas and shall be tilled and sodded, unless within areas specified to be otherwise landscaped or developed. Sodding shall include topsoil and/or nutrients as necessary to establish a suitable stand of grass.

3. **Water Resources:**

    a. All Work shall be performed so that any adverse environmental impact on water resources is reduced to a level acceptable to the applicable environmental agencies and the Owner.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

b. **Oily and Hazardous Substances:** Special measures shall be taken at all times to prevent oily or other hazardous substances from entering the ground, drainage areas, or bodies of water. Requirements for the prevention of oil spills are contained in 40 CFR Part 112.

4. **Fish and Wildlife Resources:** The Contractor shall perform all Work and take all steps required to prevent interference with or disturbance to fish and wildlife. The Contractor shall not alter water flows or otherwise significantly disturb native habitat adjacent to the Project area that is critical to fish and wildlife, except as indicated or specified.

5. **Historical and Archaeological Resources:** Any item of apparent historical or archaeological interest discovered during construction shall be carefully preserved and reported immediately to the Owner and the Engineer for determination of the action to be taken.

B. **Control and Disposal of Solid, Hazardous, and Sanitary Wastes**

1. **General:** Wastes generated by the Contractor shall be placed in containers provided by the Contractor and emptied on a regular schedule at the Contractor's expense. All handling and disposal shall be conducted so as to prevent contamination of the Site and any other area. On completion, disturbed areas shall be left clean and natural-looking, and all signs of temporary construction and activities incidental to the permanent Work shall be removed.

2. **Disposal of Rubbish and Debris:** The Contractor shall dispose of all waste in compliance with federal, state, and local requirements, and shall hold a copy of the state and/or local permit or license reflecting the agency's approval and the Contractor's compliance with applicable solid waste disposal regulations. All waste material generated by the Contractor shall be disposed of off-site at a permitted disposal facility at the Contractor's expense. The Contractor shall provide the permit or license and the location of the disposal area to the Engineer before transporting and disposing of any material.

3. **Sewage, Odor, and Pest Control:** Sewage shall be disposed of through connection to a municipal, district, or station sanitary sewer system. No substance that will interfere with treatment plant operation shall be discharged to a sewer system, in accordance with 40 CFR Part 403. Where such systems are not available, chemical toilets or comparably effective units shall be used, with wastes periodically emptied into a municipal, district, or station sanitary sewer system. Provisions shall be made for pest control and odor elimination.

4. **Hazardous Waste:** Hazardous waste shall be handled, stored, manifested, and disposed of in accordance with federal, state, and local regulations. All hazardous waste generated by an activity shall be identified under that activity's EPA Hazardous Waste Generator Number for manifesting purposes.

C. **Dust Control:** Dust shall be minimized at all times, including nonworking hours, weekends, and holidays. Soil at the Site, haul roads, and other areas disturbed by the Contractor's operations shall be sprinkled or treated with water as necessary to control dust.

D. **Noise:** Maximum use shall be made of low-noise-emission products certified by the EPA, when available. Blasting and the use of explosives are not permitted.

END OF SECTION

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

FLORIDA DEPARTMENT OF
Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

July 24, 2026

Notification of Acceptance of Use of a General Permit

Mr. Rance Green
Director of Utilities and Public Works
City of Newberry
120 Northwest 260th Street
Newberry, Florida 32669
rgreen@newberryfl.gov

General Permit Number: 0080191-095-DSGP
Project Name: Newberry SW 254th St Water Main Extension
County: Alachua
Effective Date: July 24, 2026
Expiration Date: July 23, 2031
Water Supplier: City of Newberry WTP
PWS ID: 2010207

Dear Mr. Green:

On July 23, 2026, the Florida Department of Environmental Protection received a "*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*" [DEP Form No 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes 1,200 linear feet of 8" PVC water main.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

This permit will expire five years from the effective date. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.
Sincerely,

Shannon Taylor
Environmental Manager
Permitting Program

Copies furnished to:
Lisa Baker, P.E., lisa@teamlocklear.com
DEP: Katie Miller, Shannon Taylor, Lydia Joyner, Connor Parker

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

A Civil Penalty May Be Incurred
if this project is placed into operation before obtaining a clearance from this office.

Requirements for clearance upon completion of projects are as follows:

1) **Clearance Form**
Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9), *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*.

2) **Record Drawings, if deviations were made**
Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit. (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.)

3) **Bacteriological Results**
Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315(6), 62-555.340, and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- The endpoint of the proposed addition;
- Any water lines branching off a main extension;
- Every 1,200 feet of water main;
- Each location shall be sampled on two consecutive days (at least 6 hours apart) with sample point locations and chlorine residual readings clearly indicated on the report and/or drawings.
- A sketch or description of all bacteriological sampling locations must also be provided.
- Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.

For further clarification, contact:
FDEP – Northeast District
Potable Water Permitting
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256
(904) 256-1700

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

NEWBERRY Florida
Established 1895

25493 NW 1st Ave
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue
Addendum #1

This Addendum is hereby issued to change the dates throughout the bid as follows:

The title of the solicitation from ITB ***2026-03***, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue to:

ITB **2026-13**, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue

And Item Number 110-1 Clearing & Grubbing (Approx 0.418 AC) changing the Quantity from 18,208 SF to 0.418 AC.

Except as noted herein, all other terms, conditions, and specifications of the ITB remain unchanged.

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

PERMIT DOCUMENTS

FOR:

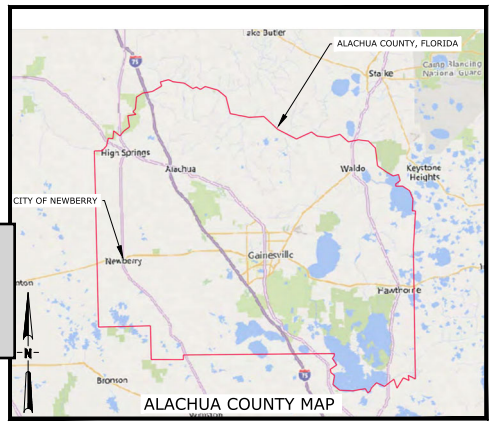
CITY OF NEWBERRY SW 254TH STREET EXTENSION

LOCATED:

NEWBERRY, ALACHUA COUNTY, FLORIDA

SUBMITTED TO:

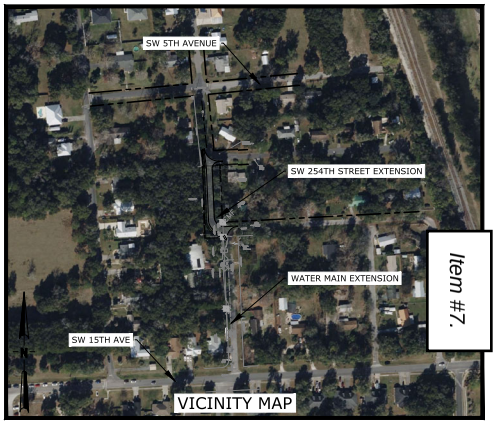
CITY OF NEWBERRY
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



ALACHUA COUNTY MAP

Civil Sheet List Table	
Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.10	GENERAL ROADWAY AND UTILITY INSTALLATION NOTES
C0.20	EXISTING CONDITIONS AND DEMOLITION PLAN
C1.00	ROADWAY PLAN PROFILE SHEET
C2.10	ROADWAY CROSS SECTION AND DETAILS
C2.30	STORMWATER POLLUTION PREVENTION PLAN
C2.31	STORMWATER POLLUTION PREVENTION NOTES
C2.32	STORMWATER POLLUTION PREVENTION CONCTRACTORS CERTS
C3.00	UTILITIES PLAN
C3.10	CONSTRUCTION DETAILS
C4.00	ROADWAY SIGNING AND PAVEMENT MARKINGS SHEET

Consultants Sheet List Table	
Sheet Number	Sheet Title
SHEET 1 OF 1	BOUNDARY AND TOPOGRAPHIC SURVEY
SHEET 1 OF 1	BOUNDARY AND ADDITIONAL TOPOGRAPHIC SURVEY



VICINITY MAP

OWNER/DEVELOPER
CITY OF NEWBERRY
MR. JAMIE JONES
25440 W NEWBERRY RD
NEWBERRY, FLORIDA 32669-4254
PH: 352-472-5440
JJONES@NEWBERRYFL.GOV

CIVIL ENGINEER
LOCKLEAR & ASSOCIATES, INC.
MR. MATTHEW HERRMANN, P.E.
210 SW 4TH AVE
GAINESVILLE, FL 32601
PH: 352-672-6867

SURVEYOR
GEORGE F. YOUNG, INC.
MR. DAVID DEREN, P.S.M.
4605 NW 6TH STREET, SUITE H
GAINESVILLE, FL 32609
PH: 352-378-1444
DDEREN@GEORGEFYOUNG.COM

CITY OF NEWBERRY MAYOR AND CITY COMMISSION

MAYOR	TIM MARDEN
COMMISSIONER	RICK COLEMAN
COMMISSIONER	MARK CLARK
COMMISSIONER	MONTY FARNSWORTH
COMMISSIONER	DONALD LONG
COMMISSIONER	TONY MAZON

GOVERNING STANDARDS AND SPECIFICATIONS

1. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION & MAINTENANCE OF STREETS & HIGHWAYS, 2023 (F.D.O.T. GREENBOOK)
2. F.D.O.T. STANDARD PLANS - FY 2026-27
3. F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, FY 2026-27
4. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2023

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
COVER SHEET

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C0.00

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C0.00 COVER SHEET.dwg PLOT DATE: 6/3/2026 2:23 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

GENERAL NOTES

1. THE OVERALL SITE TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN HEREON WAS ORIGINALLY PREPARED BY GOERGE F YOUNG, INC. DATED 10/28/2025.
2. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION.
3. ALL PAVEMENT DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT, OR FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL NEW TRAFFIC CONTROL DEVICES (SIGNS AND PAVEMENT MARKINGS) SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARDS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS AND DRIVEWAYS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH FDOT MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS.
6. ALL NON-CONFORMING SIGNS SHALL BE REMOVED FROM THE SITE.
7. ALL WORK PERFORMED IN THE CITY RIGHT-OF-WAY SHALL BE IN COMPLIANCE WITH THE LATEST FDOT STANDARDS. PLEASE INFORM INSPECTORS 24 HOURS PRIOR TO COMMENCING ANY WORK IN THE RIGHT-OF-WAY.
8. CONTRACTOR TO REVIEW GEOTECHNICAL REPORT AND BORINGS PRIOR TO BIDDING THE PROJECT AND FOLLOW OUTLINED CONSTRUCTION TECHNIQUES.
9. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
10. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SERVICES OF AN APPROVED TESTING LABORATORY AND SOILS ENGINEER. CONTRACTOR TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
11. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SODDED, SEEDED, MULCHED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION PER LOCAL INSPECTOR.
12. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE BASED UPON BEST AVAILABLE INFORMATION REVIEWED AT THE TIME OF DOCUMENT PREPARATION. THIS INFORMATION MAY NOT BE OF SUITABLE ACCURACY OR CORRECTNESS FOR THE CONTRACTOR'S CONSTRUCTION NEEDS. THEREFORE, THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THE WORK BEFORE CONSTRUCTION.
13. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH DRIVEWAYS, SIDEWALKS, CURBS, FENCING, ETC., DAMAGED DURING CONSTRUCTION, WITH THE SAME TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP AS PREVIOUSLY EXISTED. AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT INDICATED TO BE SODDED SHALL BE SEEDED.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.
15. ALL WORK TO BE PERFORMED FOR THE COMPLETION OF THIS PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE BEST PRACTICES OF THE INDUSTRY AND IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND/OR CITY CODES, ORDINANCES, STANDARDS, AND PERMIT CONDITIONS.
16. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH [illegible] CONSTRUCTION DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THE CONSTRUCTION [illegible]UMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT [illegible]LL GOVERN.
17. [illegible]RK BEING PERFORMED UNDER THE CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING [illegible]FORMED ON THE SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE [illegible]NTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS [illegible] UTILITY COMPANIES.
18. [illegible]AIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED [illegible]HE CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK [illegible]ESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION [illegible] NO EXTRA COMPENSATION WILL BE ALLOWED.
19. THROUGHOUT THE CONSTRUCTION PERIOD OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF ONSITE PERSONNEL, THE TRAVELING PUBLIC, AND THE CONTRACTOR'S WORKFORCE. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE LATEST EDITION PROVISIONS ESTABLISHED BY OSHA. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE TRENCH SAFETY ACT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THIS INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS..
20. ALL HANDICAP RAMPS SHALL COMPLY WITH ADA, STATE OF FLORIDA ACCESSIBILITY CODES AND STANDARDS, CITY OF NEWBERRY STANDARDS, AND FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
21. CONTRACTOR TO GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR.

DEMOLITION GENERAL NOTES

1. THE CONTRACTOR SHALL ACCURATELY LOCATE ALL UNDERGROUND PIPES, CABLES AND UTILITIES IN THE AREAS OF CONSTRUCTION. THIS SHALL BE DONE SEVEN DAYS PRIOR TO EXCAVATION TO AVOID DAMAGE TO THESE FACILITIES. ALL DAMAGE RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT AND/OR BRACING TO MAINTAIN THE STRUCTURAL INTEGRITY OF ALL POWER POLES AND SUPPORTS LOCATED WITHIN THE IMMEDIATE VICINITY OF TRENCH EXCAVATIONS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE POWER COMPANY TO PROVIDE TEMPORARY SUPPORT AND/OR BRACING IN ACCORDANCE WITH THE POWER COMPANY REQUIREMENTS.
3. THE CONTRACTOR SHALL NOTE THAT OVERHEAD UTILITIES MAY NOT BE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE AND INCLUDE CONSIDERATION OF SUCH UTILITIES IN PLANNING AND EXECUTING HIS WORK.
4. THE CONTRACTOR SHALL FOLLOW ALL STATE, LOCAL AND FEDERAL REGULATIONS AND PROPERLY DISPOSE OF ALL DEMOLITION DEBRIS AT AN APPROVED OFF-SITE LOCATION IN A LEGAL MANNER.
5. CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER USABLE FACILITIES WITHOUT PERMISSION FROM OWNERS AND AUTHORITIES HAVING JURISDICTION. CLOSURE OF THESE FACILITIES MAY REQUIRE A MAINTENANCE OF TRAFFIC PLAN PREPARED BY A REGISTERED PROFESSIONAL AT THE CONTRACTOR'S EXPENSE.

PAVING, GRADING, AND DRAINAGE GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES. CONTRACTOR SHALL NOT DISTURB OR RELOCATE ANY EXISTING UTILITY WITHOUT WRITTEN PERMISSION FROM THE UTILITY OWNER.
2. ALL CONCRETE USED SHALL BE 3,000 PSI MINIMUM.
3. THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDEMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF SITE PROPERTY.
4. AREAS WITHIN THE RIGHT-OF-WAY AND EASEMENTS SHALL BE CLEARED OF ALL TREES, ROOTS, VEGETATION, AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE. AREAS OF EXCLUSION SUCH AS TREES OR DESIGNATED BUFFERS SHALL BE ADEQUATELY MARKED FOR PROTECTION.
5. STOCKPILES OF WASTE OR EXCESS MATERIAL SHALL NOT REMAIN WITHIN THE RIGHT-OF-WAY OR EASEMENTS AND SHALL BE REMOVED FROM THE BOUNDS OF THE PROJECT IN A LEGAL MANNER.
6. STOCKPILES OF EXCAVATED TOPSOIL OR FILL MATERIAL SHALL BE LOCATED SUCH THAT SITE DRAINAGE OR WATERWAYS ARE NOT OBSTRUCTED. THE OWNER OF PROPERTY MAY TEMPORARILY STOCKPILE TOPSOIL OR ROCKS, OUTSIDE OF ALL RIGHTS-OF-WAY AND EASEMENTS, TO REMAIN FOR FUTURE LANDSCAPING. STOCKPILES OF EXCESS SUITABLE MATERIAL MUST BE REMOVED PRIOR TO FINAL INSPECTION OR APPROPRIATELY PERMITTED TO REMAIN ON SITE. STOCKPILE LOCATION APPROVAL MUST BE OBTAINED THROUGH THE APPROPRIATE REGULATING AGENCY AND A PERMIT MUST BE OBTAINED.
7. EXCAVATION SHALL INCLUDE REMOVAL OF ALL MATERIALS AND STRUCTURES NECESSARY TO CONSTRUCT ROADWAY AND DRAINAGE FACILITIES TO THE APPROPRIATE LINE AND GRADE.
8. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN ON THE PLANS OR DESIGNATED IN THE FIELD.
9. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND DISPOSING ALL WASTE MATERIALS CONSISTENT WITH ALL RULES AND REGULATIONS APPLICABLE TO THE SPECIFIC MATERIAL FOUND. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MULCH, PEAT, BURIED DEBRIS, ETC.) IS TO BE EXCAVATED AND REPLACE WITH SUITABLE/COMPACTED SOILS AS DIRECTED BY THE OWNER, ENGINEER OR GEOTECHNICAL ENGINEER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.
10. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENTS TO DRAIN POSITIVELY. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO FINAL GRADING.
11. ALL STORM STRUCTURES SHALL CONFORM WITH FDOT STANDARD INDEX DRAWINGS AND SPECIFICATIONS EXCEPT THAT DITCH BOTTOM INLETS IN PAVED AREAS SHALL HAVE TRAVERSABLE, TRAFFIC BEARING GRATES SUPPORTED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SIDES. GRATES SHALL BE CAST IRON UNLESS OTHERWISE SPECIFIED OR APPROVED.
12. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER AND OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.
13. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO FINAL APPROVAL. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS FOR THESE PURPOSES.
14. THE CONTRACTOR SHALL MAINTAIN IN HIS POSSESSION A COPY OF THE WATER MANAGEMENT DISTRICT CONSTRUCTION PERMIT. HE SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL CONDITIONS CONTAINED IN THE PERMIT.
15. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
16. IF LIMEROCK IS ENCOUNTERED DURING EXCAVATION OF THE SWALES/BASINS OR IF A SINKHOLE FORMS IN THE AREA OF A DRAINAGE SWALE/BASIN, THE ENGINEER OF RECORD SHALL BE NOTIFIED BY EITHER THE CONTRACTOR OR THE ESTABLISHED OPERATION AND MAINTENANCE ENTITY. THE ENGINEER OF RECORD SHALL INSPECT THE REPAIRED AREA UPON COMPLETION OF THE REPAIR.
17. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED. 12" OF CLEAN FLORIDA FILL WITH THE pH OF 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.

MAINTENANCE OF TRAFFIC (MOT) NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR CREATING A MAINTENANCE OF TRAFFIC (MOT) PLAN FOR CONSTRUCTION ACTIVITY THAT OCCURS WITHIN RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO SIDEWALK WORK AND ACTIVITIES THAT REQUIRE A LANE (OR ROAD) CLOSURE, SUCH AS CONNECTION TO SEWER MANHOLES AND WATER MAINS. THE MOT PLAN MUST BE CREATED BY AN INDIVIDUAL WHO IS CERTIFIED TO DO SO BY THE FDOT MOT CERTIFICATION TRAINING. THE MOT PLAN MUST ALSO BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS, FDOT STANDARD SPECIFICATIONS, AND CITY OF NEWBERRY MOT REQUIREMENTS AND MUST BE REVIEWED AND APPROVED BY THE CITY OF NEWBERRY PUBLIC WORKS DEPARTMENT. IN CASES WHERE THE WORK OCCURS IN AN FDOT RIGHT-OF-WAY OR REQUIRES PLACEMENT OF WORK ZONE SIGNS IN AN FDOT RIGHT-OF-WAY, THE MOT PLAN MUST ALSO BE REVIEWED AND APPROVED BY FDOT.

WATER AND WASTEWATER GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY FIELD LOCATIONS. RELOCATIONS, AS REQUIRED, SHALL BE COORDINATED BY THE CONTRACTOR.
2. ALL WATER AND WASTEWATER INSTALLATION CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST G.R.U. STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES IN ADVANCE OF CONSTRUCTION. BY CALLING THE FLORIDA SUNSHINE STATE ONE-CALL CENTER, INC. AT 1-800-432-4770. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ANY UTILITY LOCATIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL LOCATION AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION AND DEMOLITION SHOWN PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL ALL UTILITY COMPANIES TO HAVE THE LOCATIONS OF ALL UTILITIES FIELD MARKED PRIOR TO COMMENCEMENT OF CONSTRUCTION OR DEMOLITION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUING CONSTRUCTION.
5. GENERAL CONTRACTOR TO CONTACT ENGINEER OF RECORD AND OWNER REPRESENTATIVE 48 HOURS IN ADVANCE PRIOR TO BACKFILLING TRENCHES FOR FIELD INSPECTION AND PRIOR TO LAYING ASPHALT FOR FIELD INSPECTION.
6. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
7. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND PERMANENT STRUCTURES, TREES, AND SANITARY SEWER MAIN SHALL BE 10' (FEET).
8. THE 4", 6", & 8" PVC WATER MAINS SHALL HAVE A DR-18 RATING. ALL WATER SERVICES SHALL BE 2" PVC SCHEDULE 40 PIPE. ALL 2" WATER CROSSINGS SHALL BE ENCASED IN 3" SCH 40 PVC. WHEN PLACED UNDER PAVEMENT THE 3" PVC CASING SHALL EXTEND 5' (FT) BEYOND THE BACK OF CURB. ALL 4", 6", & 8" WATER MAINS UNDER PAVEMENT SHALL BE DIP EXTENDING 5'(FT) BEYOND BACK OF CURB.
9. ALL SEWER PIPE SHALL HAVE AN ASTM RATING OF 3034. ALL SERVICES SHALL BE 4" PVC SLOPED AT LEAST 1.00% TOWARD THE MAIN AND HAVE A CLEANOUT INSTALLED AT THE ELEVATION GIVEN. ALL SEWER PIPES PLACED AT A DEPTH LESS THAN 14' SHALL BE SDR 35 WHILE PIPES PLACED AT A DEPTH GREATER THAN 14' BUT LESS THAN 20' SHALL BE SDR 26.
10. MINIMUM SLOPE REQUIREMENTS FOR SEWER LATERALS:
    6" = 0.60%;
    4" = 1.00%;
    ALL CLEANOUTS WITHIN PAVED AREAS SHALL HAVE TRAFFIC BEARING LIDS.
11. ALL ELECTRICAL SYSTEM CONDUITS TO HAVE A PULLSTRING.

ASBUILT NOTES

1. SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS, IS REQUIRED PRIOR TO SCHEDULING A FINAL INSPECTION FOR THE CITY AND THE WATER MANAGEMENT DISTRICT.
2. AS-BUILT DRAWINGS SHALL BE PREPARED IN AUTOCAD FORMAT BY A FLORIDA REGISTERED LAND SURVEYOR. AN ELECTRONIC FILE OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. SIGNED AND SEALED PRINTS SHALL BE PROVIDED TO THE ENGINEER AS REQUESTED. PROVIDE LOCATION, ELEVATION AND DESCRIPTION OF BENCHMARK(S).
3. PROVIDE PAVEMENT GRADES AND ALL UNDERGROUND FACILITIES INCLUDED AS PART OF THE CONSTRUCTION DOCUMENTS.
4. PROVIDE PERIMETER DIMENSIONS AND AT TOP OF SWALES.
5. PROVIDE ELEVATIONS AT TOP OF BANK, BOTTOM OF SWALES OUTFALL STRUCTURE(S).
6. PROVIDE SPECIAL DETAIL DRAWINGS WHERE INSTALLATIONS WERE NOT AS SHOWN ON CONSTRUCTION DRAWINGS DUE TO FIELD CONDITIONS OR WHERE REQUIRED FOR CLARITY.
7. LOCATE ALL PIPES AND PROVIDE SIZE, ELEVATION, INVERT ELEVATIONS, LENGTH AND TYPE.

UTILITY COMPANY AND KNOWN CONTACT

ELECTRIC, WATER, WASTEWATER - CITY OF NEWBERRY JAMIE JONES (352) 258-4486

TELEPHONE - AT&T FLORIDA/MOBILITY SHAUN PURVIS (407) 496-6259

FIBER - COX COMMUNICATIONS RANDY EHLERS (352) 363-7895

EXISTING LEGEND:

- 54.5 = CONTOUR ELEVATION
- = RIGHT OF WAY
- = OVERHEAD ELECTRIC LINE
- = 6' CHAINLINK FENCE
- = 6' WOOD BOARD FENCE
- = 4' FIELD WIRE FENCE
- = ASPHALT PAVEMENT
- = CONCRETE
- = EXISTING TO BE DEMOLISHED/REMOVED
- (R) = RECORD MEASUREMENT
- (F) = FIELD MEASUREMENT
- ID. = IDENTIFICATION
- N: = NORTHING
- E: = EASTING
- INV. = INVERT
- R/W = RIGHT-OF-WAY
- ORB = OFFICIAL RECORDS BOOK
- PVC = POLYVINYL CHLORIDE
- = (CMF) CONCRETE MONUMENT FOUND
- = (IPF) IRON PIPE FOUND
- = (IRCF) IRON ROD AND CAP FOUND
- = (IRCS) IRON ROD AND CAP SET
- = TELEPHONE PEDESTAL
- = SIGN "AS INDICATED"
- = WOOD LIGHT POLE
- = WITNESS - SEWER
- = MANHOLE, SANITARY
- = 4" CLEAN OUT
- = LATH SET ON PROPERTY LINE
- = SPOT ELEVATION
- = CEDAR
- = CYPRESS
- = HICKORY
- = OAK
- = PALM
- = PINE

PROPOSED LEGEND:

- = SILT FENCE
- SS = SANITARY SEWER SERVICE
- W = POTABLE WATER SERVICE
- EL 54.50 = SPOT GRADE
- 54.5 = CONTOUR ELEVATION
- = ASPHALT PAVEMENT
- = CONCRETE
- = PROPOSED LIGHT FIXURE LOCATION

Item #7.

Page 344

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C0.10 GENERAL ROADWAY AND UTILITY INSTALLATION NOTES.dwg PLOT DATE 6/3/2026 2:23 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

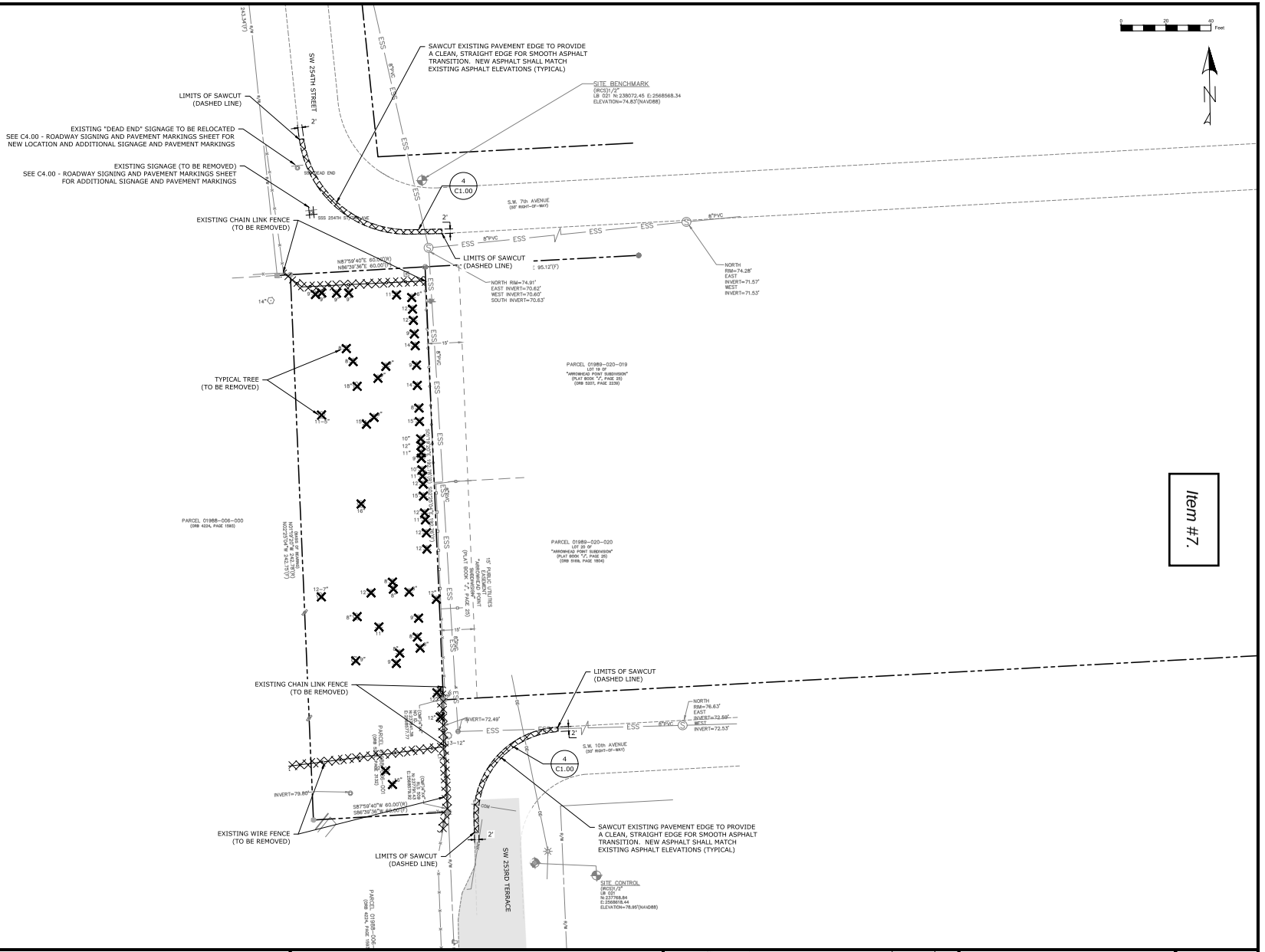
Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
GENERAL ROADWAY AND UTILITY INSTALLATION NOTES

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C0.10

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



Page 345

Item #7.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:

CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

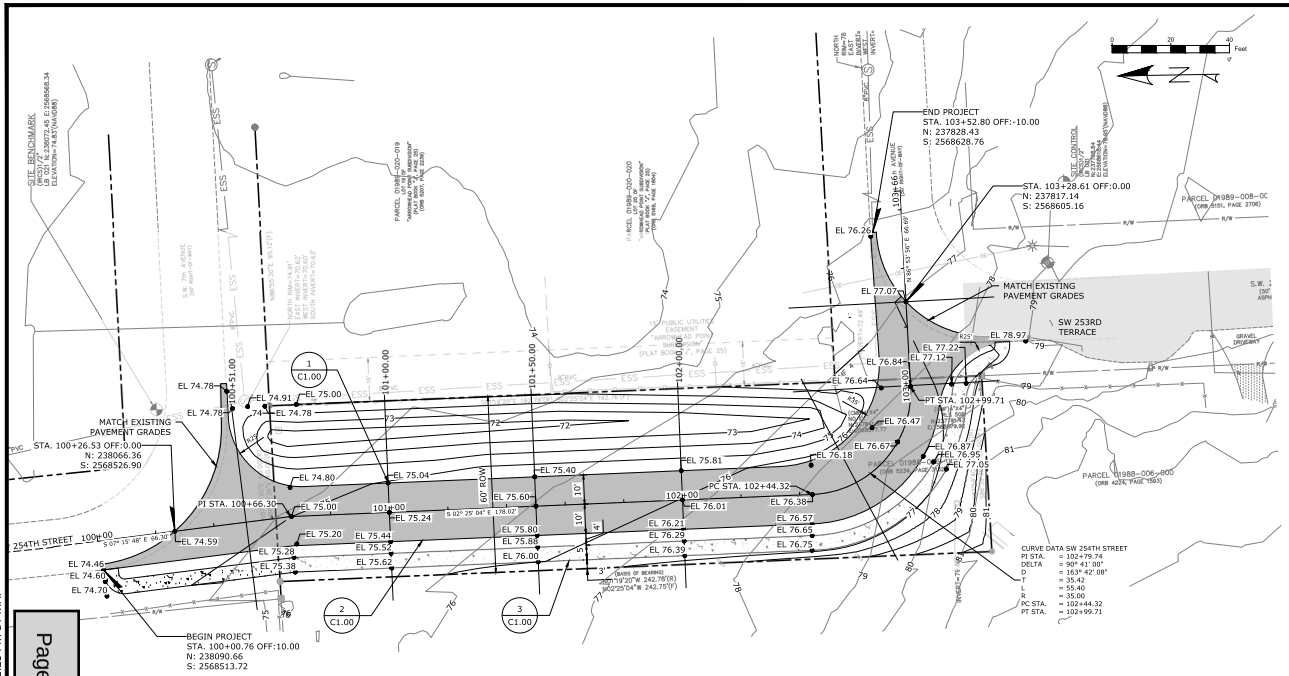
SHEET TITLE:

EXISTING CONDITIONS AND DEMOLITION PLAN

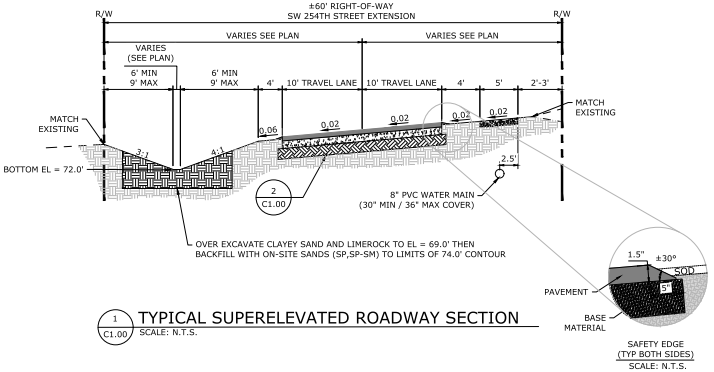
PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C0.20

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C0.20 EXISTING CONDITIONS AND DEMOLITIONS PLAN.dwg PLOT DATE: 6/3/2026 2:23 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

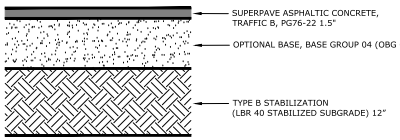


1 C1.00 TYPICAL SUPERELEVATED ROADWAY SECTION
SCALE: N.T.S.

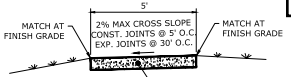


TYPICAL ROADWAY SECTION NOTES:

1. ALL COMPACTION SHALL BE LIMITED TO THE STATIC MODE ONLY (NO VIBRATORY COMPACTION), UNLESS OTHERWISE DIRECTED BY THE CITY OF NEWBERRY REPRESENTATIVE.
2. PROOF ROLL ROADWAY EMBANKMENT FOR SHOULDER WORK. ENSURE LIMITS ARE FIRM AND UNYIELDING.
3. SOD ALL DISTURBED AREAS.



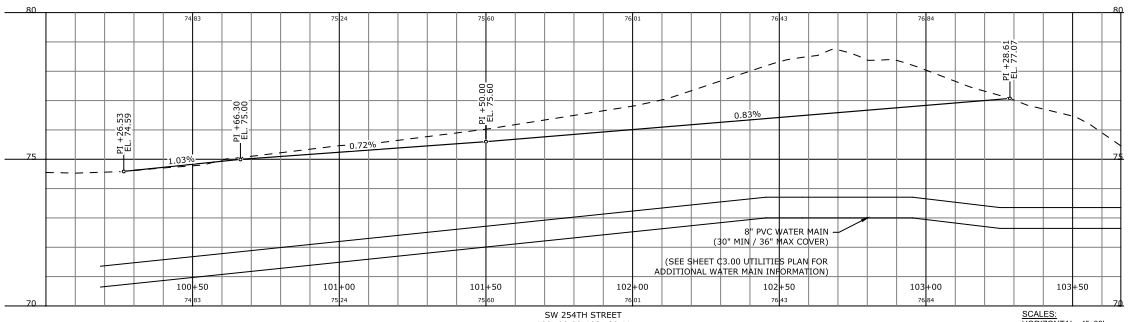
2 C1.00 FULL DEPTH PAVEMENT SECTION
SCALE: N.T.S.



NOTES:

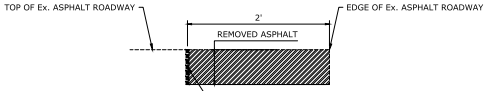
1. THE SIDEWALK SHALL BE CONSTRUCTED ON A CLEAN SAND SUB-BASE COMPACTED TO 95% MAX DENSITY.
2. SAWCUT CONTROL JOINTS SHALL BE CONSTRUCTED 5 FEET ON CENTER.
3. FULL DEPTH TRANSVERSE EXPANSION JOINTS WITH PREFORMED JOINT FILLER SHALL BE CONSTRUCTED AT 30' FEET ON CENTER.
4. CONSTRUCT PER FDOT STANDARD INDEX 522-001.

3 C1.00 TYPICAL SIDEWALK DETAIL
SCALE: N.T.S.



TRAFFIC DATA:

TWO-WAY =	250
GROWTH RATE =	0.50%
PERCENT TRUCKS =	0.50%
TOTAL ESALs (20-YEAR) =	4,594.43
TOTAL ESALs (1-YEAR) =	219
TRAFFIC LEVEL =	B
POSTED SPEED =	30 MPH
DESIGN SPEED =	30 MPH



4 C1.00 ASPHALT SAWCUTS AT PAVED ROADS
SCALE: N.T.S.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

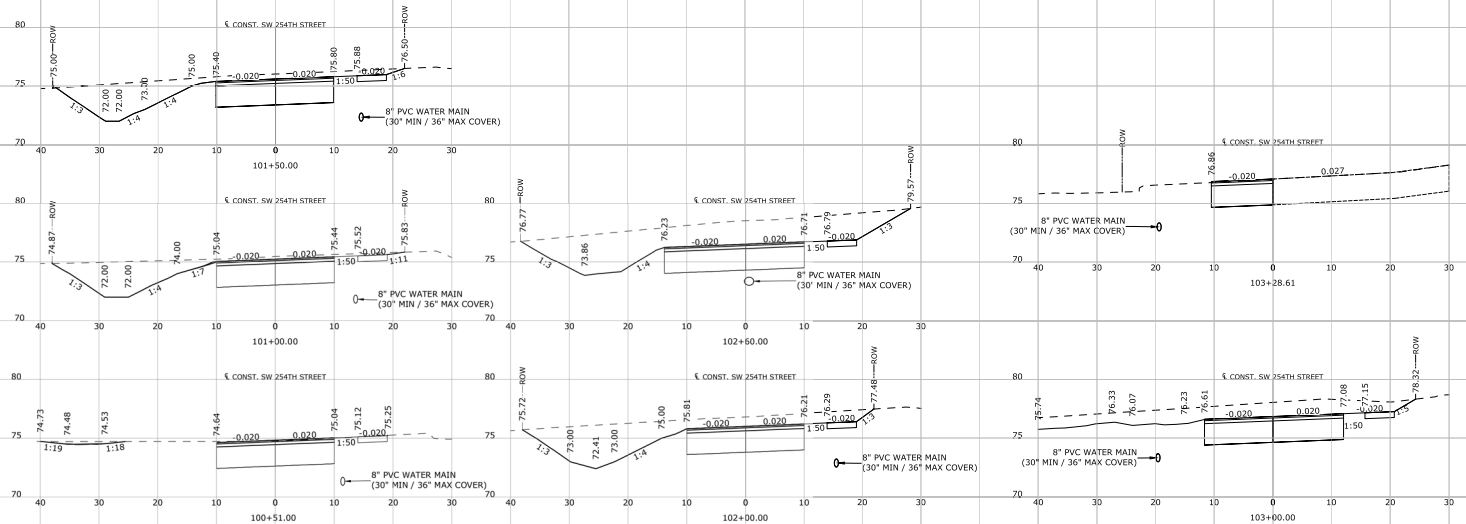
DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
ROADWAY PLAN PROFILE SHEET

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C1.00

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C1.00 ROADWAY PLAN PROFILE SHEETS.dwg PLOT DATE 6/3/2026 2:23 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



SCALES:
1" = 10' Horizontal
1" = 2' Vertical

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

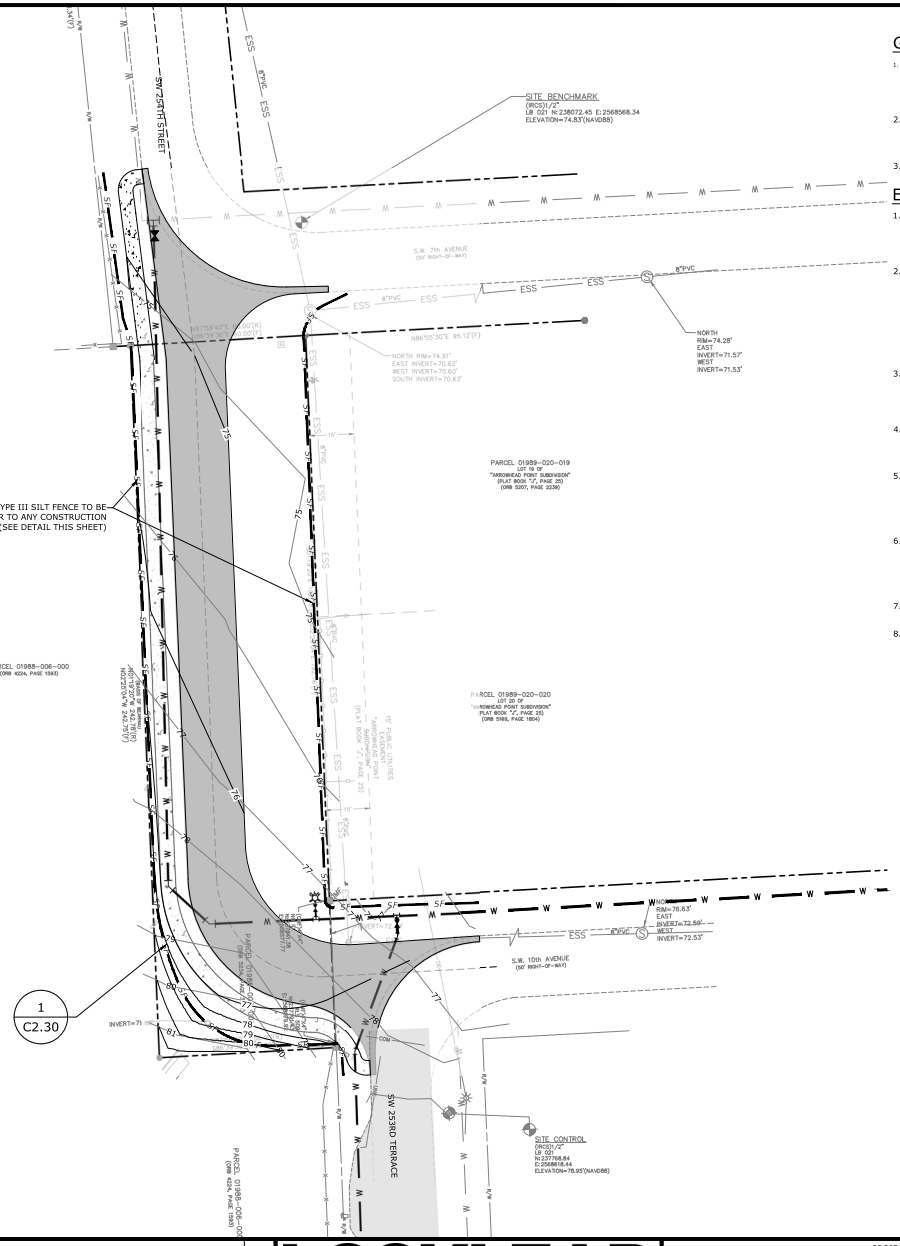
DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
ROADWAY CROSS SECTION AND DETAILS

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C2.10

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.10 ROADWAY CROSS SECTION AND DETAILS.dwg PLOT DATE: 6/3/2026 2:23 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

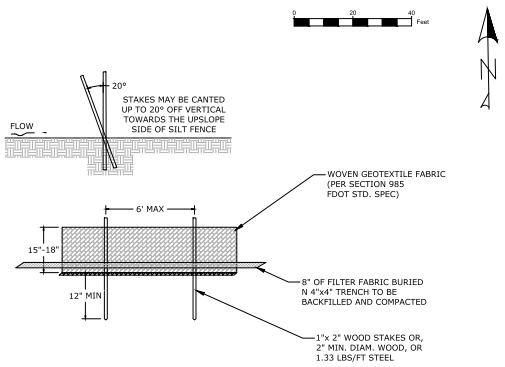


GENERAL NOTES

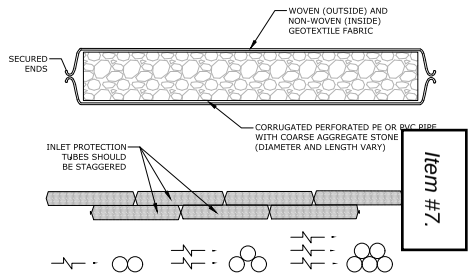
1. THE CONTRACTOR IS REQUIRED TO FOLLOW THE EROSION CONTROL PLAN FROM BEFORE CONSTRUCTION BEGINS UNTIL AS-BUILTS HAVE BEEN SUBMITTED. IF THE DESIGNED EROSION AND SEDIMENT CONTROL PLAN DOES NOT WORK OR BECOMES INEFFECTIVE, THE CONTRACTOR SHALL USE THE FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL TO IMPLEMENT CHANGES THAT WILL WORK.
2. CONTRACTOR IS REQUIRED TO PREVENT ANY SEDIMENT TRANSPORT FROM THE PROJECT SITE ONTO ADJACENT PROPERTY. INSTALLATION OF EITHER BALED HAY OR FABRIC FENCE TYPE SILT BARRIER IS ACCEPTABLE. THE BARRIER MUST REMAIN IN PLACE UNTIL UPLAND VEGETATION IS ESTABLISHED.
3. BEFORE REMOVING SILT BARRIER, CONTRACTOR SHALL COLLECT AND DISPOSE OF ANY ACCUMULATED SILT.

ENVIRONMENTAL NOTES:

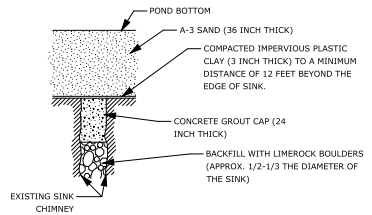
1. BEFORE COMMENCING CONSTRUCTION ADJACENT TO WATERS OF THE STATE OR WETLANDS JURISDICTIONAL AREAS, SILT BARRIERS OR TURBIDITY BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. SILT FENCING OR TURBIDITY BARRIERS SHALL BE CONSIDERED AS THE LIMITS OF CONSTRUCTION ADJACENT TO WATERS OF THE STATE OR WETLANDS JURISDICTIONAL AREAS.
2. STAKED OR FLOATING SILT SCREENS OR HAY BALES SHALL BE UTILIZED AS BARRIERS AT LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING WATER BODIES OR WETLAND AREAS. THESE BARRIERS SHALL BE INSTALLED BEFORE COMMENCING WITH ANY CONSTRUCTION ADJACENT TO WATERS OF THE STATE OR WETLANDS JURISDICTIONAL AREAS. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED BARRIERS AND FENCING SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION OF ALL SIDE SLOPES HAS BEEN ACHIEVED, BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND BEFORE FINAL ACCEPTANCE.
3. ALL WATER COLLECTED AND PUMPED DURING DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DOUBLE STAKED SYNTHETIC BALES. DISCHARGE LOCATIONS SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES. ANY DEWATERING DISCHARGES SHALL MEET STATE WATER QUALITY STANDARDS.
4. TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO WETLANDS. ADDITIONALLY, SILT BARRIERS AND FENCING SHALL CONTINUOUSLY AND FULLY ENCIRCLE ALL STOCKPILES WHICH WILL REMAIN FOR LONGER THAN 24 HOURS TO CONTAIN MATERIALS WITHIN A REASONABLY CONFINED AREA.
5. BANKS SHALL BE PROTECTED FROM EROSION OR COLLAPSE DURING CONSTRUCTION. BANK PROTECTION MATERIAL SHALL BE CAREFULLY PLACED FROM THE BANK AND NOT DUMPED FROM ABOVE IN AN UNCONTROLLED MANNER. SANDBAGS SHALL BE USED FOR PROTECTING THE BANKS. UPON COMPLETION OF CONSTRUCTION, BANKS SHALL BE RESTORED TO THEIR PRE-CONSTRUCTION CONFIGURATION AND PROTECTED FROM EROSION.
6. ALL DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF PAVEMENT OR VEGETATION. WATERING, APPLICATION OF CALCIUM CHLORIDE OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE EMANATION OF DUST FROM THE SITE. PERMANENT PAVEMENT, GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INCORPORATED AS SOON AS POSSIBLE.
7. THE CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT COORDINATING SUCH REMOVAL WITH THE ENGINEER.
8. CONTRACTOR IS RESPONSIBLE FOR COORDINATING VEGETATION REMOVAL WITH OWNER AND ENGINEER BEFORE CONSTRUCTION.



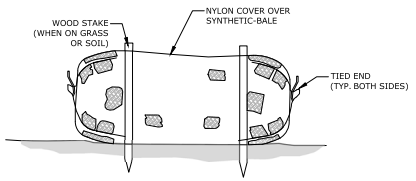
1 C2.30 TYPE III SILT FENCE



2 C2.30 TUBING SILT BARRIER



4 C2.30 SINKHOLE REPAIR DETAIL



1. USE SANDBAGS WHEN SYNTHETIC BALE IS TO BE USED ON AN EXISTING PAVED SURFACE

3 C2.30 SYNTHETIC BALE SILT BARRIER

Page 348

Item #7.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
STORMWATER POLLUTION PREVENTION PLAN

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C2.30

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.30 SWPP PLAN.dwg PLOT DATE 6/3/2026 2:24 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.0 SITE DESCRIPTION

NATURE OF CONSTRUCTION ACTIVITY:

CONSTRUCTION ACTIVITY CONSISTING OF ROADWORK AND SHOULDER WORK FOR SW 254TH STREET BEGINNING AT SW 7TH AVENUE TO THE INTERSECTION WITH SW 10TH AVENUE AND SW 253RD TERRACE A DISTANCE OF 290.48' FEET.

THE PROJECT IS WITHIN S04 T10S R17E.

MAJOR SOIL DISTURBING ACTIVITIES:

EARTHWORK FOR THE CONSTRUCTION OF ROADWAY AND DRAINAGE.

AREA ESTIMATES

TOTAL PROJECT AREA: +/-0.48 ACRES
TOTAL DISTURBED AREA: +/-0.48 ACRES

RUNOFF DATA:

PRE-CONSTRUCTION C = 0.15 THROUGH 0.95
DURING CONSTRUCTION C = 0.15 THROUGH 0.95
POST CONSTRUCTION C = 0.15 THROUGH 0.95

SITE MAP:

CONSTRUCTION PLANS WILL BE UTILIZED AS THE SITE MAP.

DRAINAGE PATTERNS:

EXISTING DRAINAGE CHARACTERISTICS WITHIN THE PROJECT INVOLVE SURFACE WATER SHEET FLOW, AND SHALLOW CONCENTRATED FLOW.

APPROXIMATE SLOPES:

SLOPES OF DRAINAGE AREAS VARY FROM 0.2% TO 25%.

AREAS OF SOIL DISTURBANCE:

EARTHWORK FOR THE CONSTRUCTION OF ROADWAY AND DRAINAGE WORK.

AREAS THAT MAY NOT BE DISTURBED:

AREAS OUTSIDE OF THE RIGHT-OF-WAY BEYOND THE PROPOSED PROJECT BOUNDARY ON PRIVATE PROPERTY MAY NOT BE DISTURBED. NO ADJACENT PROPERTIES ARE TO BE DISTURBED WITHOUT WRITTEN PERMISSION FOR ACTIVITIES FROM THE PROPERTY OWNERS.

LOCATION OF CONTROLS:

FILTER FABRIC BARRIERS (SILT FENCE) SHALL BE USED ADJACENT TO CONSTRUCTION AREAS ON FRONT SLOPE. INSTALLATION AND USE SHALL CONFORM TO FDOT STANDARD SPECIFICATION 104.

AREAS TO BE STABILIZED:

- ALL DISTURBED AREAS SHALL BE STABILIZED TO MINIMIZE EROSION TO SOILS AND DEPOSITION OF SEDIMENT.
- SWALES.

2.0 CONTROLS

IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT EROSION AND TURBIDITY CONTROLS. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBIDITY OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL STATE AND LOCAL EROSION AND SEDIMENT CONTROL STANDARDS AND AS REQUIRED TO MEET THE SEDIMENT AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES

1. STRAW BALE BARRIER: STRAW BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:

A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.
C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.
D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.

2. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:

A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.

B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.

3. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.

4. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL UP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.

5. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.

6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, ERODIBLE SOIL EXPOSED BY CLEARING GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 2.0 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREA WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.

7. INLET PROTECTION: INLETS AND CATCH BASINS WITH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 21 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS. SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.

9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 6 9/32 LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH OR HYDROMULCHED.

10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.

11. TEMPORARY REGRASSING: IF AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTACHED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.

14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED, THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SODDED.

15. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED UNLESS CALLED OUT TO BE SODDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION/RETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM DRAINS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

17. ALL CONTROL STRUCTURE AND OUTFALL CULVERT INSTALLATIONS SHALL BE PROTECTED WITH SEDIMENT BARRIERS AT A MINIMUM.

STRUCTURAL PRACTICES

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY.

2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP IS USUALLY INSTALLED IN AN DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA.THE SEDIMENT TRAP MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE.

3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE VELOCITY OF FLOW AT DESIGN CAPACITY OF THE OUTLET WILL EXCEED THE PERMISSIBLE VELOCITY OF THE RECEIVING CHANNEL OR AREA.

4. SEDIMENT BASIN: SEDIMENT BASIN WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3530 CU FT OF STORAGE PER 1 ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE. THE 3530 CU FT OF STORAGE AREA PER 1 ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION AND RESTORED TO DESIGN STORAGE CAPACITY BEFORE FINAL BUY OFF OF PROJECT.

STORM WATER MANAGEMENT

THE SWPPP SHALL BE IMPLEMENTED PRIOR TO ANY CONSTRUCTION ACTIVITIES.

OTHER CONTROLS

WASTE DISPOSAL:

THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZER, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER. NO SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS SHALL BE DISCHARGED TO WETLANDS OR SURFACE WATERS.

OFF-SITE VEHICLE TRACKING:

LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL.

STATE OR LOCAL REGULATIONS:

THE CONTRACTOR WILL ADHERE TO ALL STATE AND LOCAL REGULATIONS.

APPLICATION OF FERTILIZERS AND PESTICIDES:

FERTILIZER AND SOIL STERILIZERS SHALL NOT BE USED ON THIS PROJECT.

TOXIC SUBSTANCES:

PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE AND DISPOSAL OF THESE SUBSTANCES.

3.0 MAINTENANCE

PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION.

4.0 INSPECTION

PROVIDE THE ENGINEER WITH A MINIMUM OF 24 HOUR NOTICE PRIOR TO THE WEEKLY EROSION CONTROL INSPECTION REQUIRED BY FDOT SPECIFICATION 104-7.1

INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE.

5.0 NON-STORMWATER DISCHARGES

OBTAINING ALL DEWATERING PERMITS, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES, DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.31 SWPP NOTES.dwg PLOT DATE 6/3/2026 2:24 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
STORMWATER POLLUTION PREVENTION NOTES

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C2.31

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Financial Project # _____
CONTRACT # _____
S.R. # _____
Page ____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STORMWATER POLLUTION PREVENTION PLAN
CONSTRUCTION INSPECTION REPORT
(Weekly and within 24 hrs. of the end of a storm that is 0.50 in. or greater)

Date of Rainfall _____
Amount Recorded _____

650-040-03
CONSTRUCTION
05/11

COMPANY NAME
INSPECTION DATE
FDEP Permit #

Location of Control Measure	Approximate Stations From	To	Lt. Or Rt. Of Centerline	Act ive Work Zone= A Inactive Work Zone= I	Date Last Disturbed	Date of Stabilization	Control Measures (Use Codes Below)	Current Condition (Use Codes Below)	Corrective Action or Remarks

y under penalty of law that this document and all attachments were red under my direction or supervision in accordance with a system ned to assure that qualified personnel properly gathered and ated the information submitted. Based on my inquiry of the person sons who manage the system, or those persons directly nsible for gathering the information, the information submitted is, to st of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

All maintenance operations needed to assure proper operation of all controls, BMPs, practices, or measures identified in the Stormwater Pollution Prevention Plan shall be done in a timely manner, but in no case later than 7 calendar days following the inspection. The signature below also shall certify that this facility is in compliance with the Stormwater Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

_____
Name (Responsible Authority)

_____
Date Signed

CONTROL MEASURE CODES

1. Temporary Grassing
2. Permanent Plant, Sod, or Seed
3. Temporary Mulching
4. Artificial Covering
5. Buffer Zone
6. Silt Fence
7. Synthetic Bales
8. Sand Bagging
9. Berms
10. Diversion, Interceptor, or Perimeter Ditches
11. Flumes
12. Pipe Slope Drain
13. Ditch Liner
14. Rock Bed at Construction Exit
15. Timber Mat or Construction Exit
16. Rip Rap
17. Sediment Trap
18. Sediment Basin
19. Storm Inlet Sediment Trap
20. Stone Outlet Structure
21. Curbs and Gutters
22. Storm Sewers
23. Velocity Control Devices
24. Turbidity Barrier
25. Haul Roads Dampened for Dust Control
26. Cleanup of Possible Contamination
27. Excess Dirt Removed from Rdwy Daily
28. Geotextile
29. Filter Fabric
30. Rock Bags
31. Paved Road
32. Swale
33. Retention Pond
34. Detention Pond
35. Tree Protection
36. _____
37. _____

CONDITION CODES

U Upgrade Needed
R Replacement Needed
M Maintenance Needed
C Cleaning Needed
I Increase Measures
S Stable (no action)

Other: _____

Other: _____

Inspector: _____

Signature: _____ Date Certified: _____
Certification #: _____
(or other qualifications as described in Part II #12 of the permit)

Financial Project # _____
CONTRACT # _____
S.R. # _____
Page ____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STORMWATER POLLUTION PREVENTION PLAN
CONSTRUCTION INSPECTION REPORT
(Weekly and within 24 hrs. of the end of a storm that is 0.50 in. or greater)

Date of Rainfall _____
Amount Recorded _____

650-040-03
CONSTRUCTION
05/11

COMPANY NAME
INSPECTION DATE
FDEP Permit #

Location of Control Measure	Approximate Stations From	To	Lt. Or Rt. Of Centerline	Act ive Work Zone= A Inactive Work Zone= I	Date Last Disturbed	Date of Stabilization	Control Measures (Use Codes Below)	Current Condition (Use Codes Below)	Corrective Action or Remarks

Page 350

Item #7.

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.32 SWPP CONCTRACTORS CERTIFICATIONS.dwg PLOT DATE 6/3/2026 2:24 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

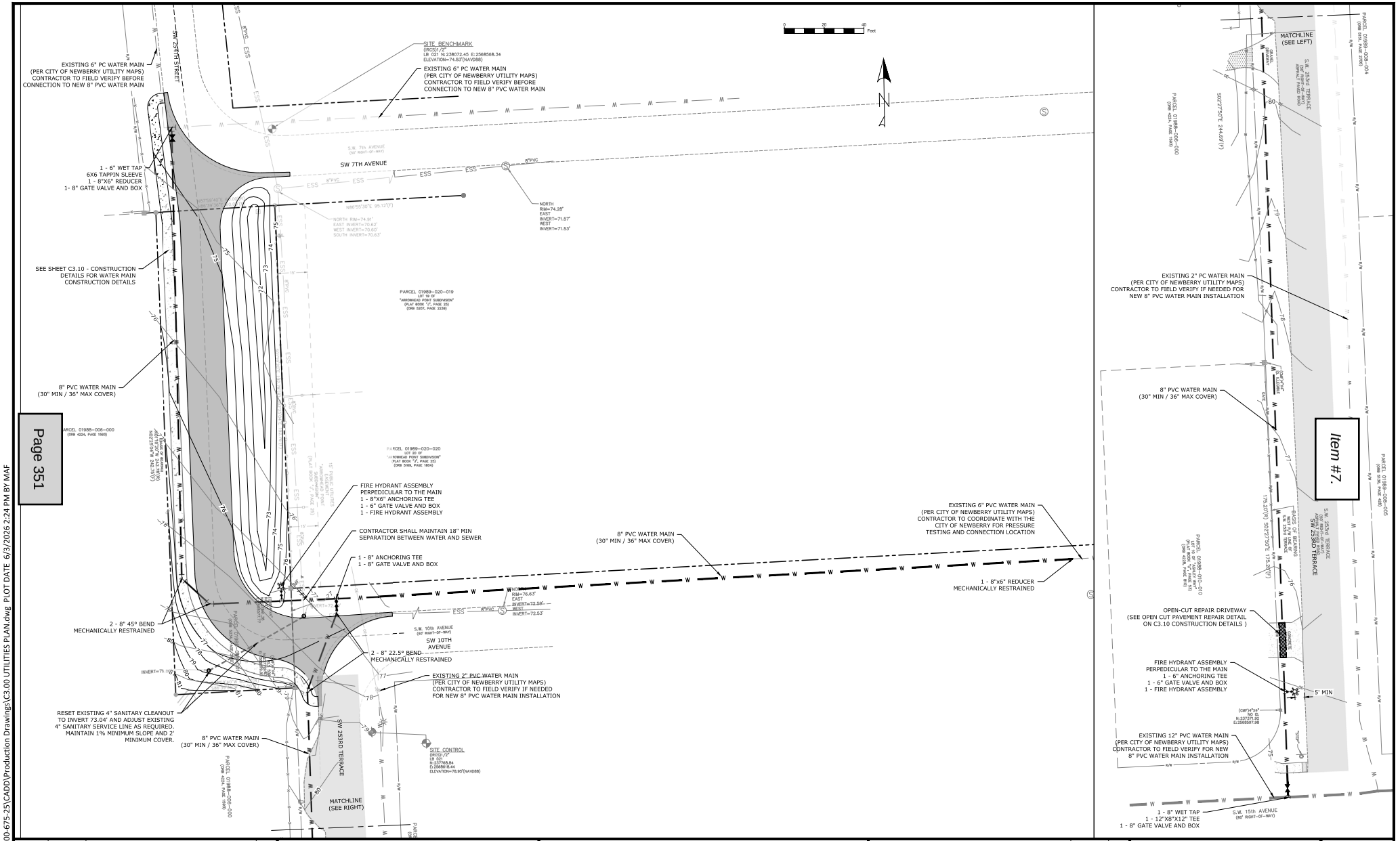
Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
STORMWATER POLLUTION PREVENTION CONCTRACTORS CERTS

PROJECT NO.: 41000-675-25
SCALE: AS SHOWN
DATE: MAY 2026
DRAWING: C2.32

Docusign Envelope ID: S0DF5E64-C6EE-8418-8009-C0C57C2E0A20



NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:

CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

LISA J. BAKER LICENSE No. 74652 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LISA J. BAKER ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Lisa J. Baker PE 74652

DESIGNED	LJB
CHECKED	JDL
DRAWN	MAF
APPROVED	LJB

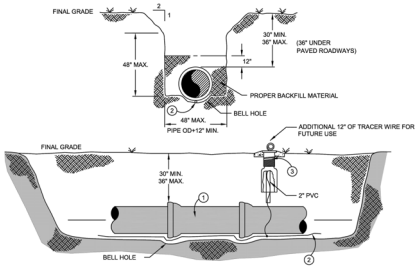
SHEET TITLE:

UTILITIES PLAN

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C3.00

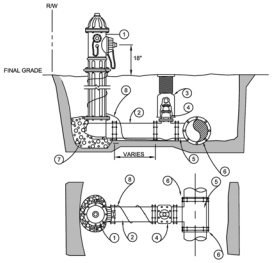
P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C3.00 UTILITIES PLAN.dwg PLOT DATE 6/3/2026 2:24 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



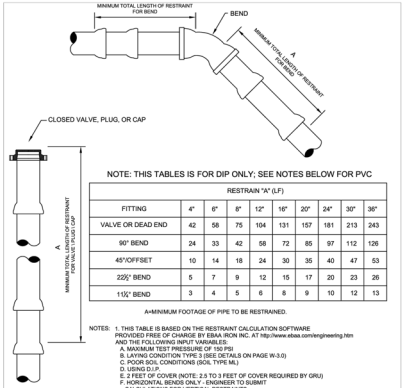
MATERIALS	
ITEM	DESCRIPTION
1	WATER MAIN PIPE
2	TRACER WIRE, BLUE, #10 AWG
3	VALVE BOX

NOTES:
1. PLASTIC PIPE SHALL REQUIRE AN INSULATED COPPER WIRE TAPED EVERY 10 FEET ON THE BOTTOM OF THE PIPE AND WRAPPED AROUND EACH FIRE HYDRANT AT FINAL GRADE. THE WIRE SHALL BE CONTINUOUS AND ALL SPLICES REQUIRE TRACER-LOCK PART #TL-LUG-SS CONNECTORS. TRACER WIRE SHALL CONTINUE ACROSS DIP SECTIONS OF PIPE, SUCH AS AT ROAD CROSSINGS.
2. DEPTH OF PIPE MAY BE FIELD ADJUSTED TO MEET SPECIAL CONDITIONS AS DETERMINED BY GRU ENGINEER OR INSPECTOR. PIPE INSTALLED WITH LESS THAN 30" OR GREATER THAN 36" OF COVER SHALL BE DIP.
3. VALVE BOX SHALL BE INSTALLED AT MAXIMUM 500 FT. INTERVALS FOR ACCESS FOR CONNECTION AND TESTING OF TRACER WIRE. COIL 12" OF TRACER WIRE INSIDE TOP OF VALVE BOX.



FIRE HYDRANT PERPENDICULAR TO THE MAIN

MATERIALS	
ITEM	DESCRIPTION
1	FIRE HYDRANT
2	ANCHOR COUPLING (RESTRAINED DIP FOR LONGER LENGTHS)
3	VALVE BOX, C.I.
4	GATE VALVE
5	ANCHOR TEE
6	MEGALUG - EBAA OR APPROVED EQUAL
7	GRAVEL DRAIN BED
8	TRACER WIRE, COPPER, BLUE INSULATED, #10 AWG



NOTE: THIS TABLES IS FOR DIP ONLY; SEE NOTES BELOW FOR PVC

RESTRAIN "A" (LF)									
FITTING	4"	6"	8"	12"	16"	20"	24"	30"	36"
VALVE OR DEAD END	42	58	75	104	131	157	181	213	243
90° BEND	24	33	42	58	72	85	97	112	126
45°/OFFSET	10	14	18	24	30	35	40	47	53
22½° BEND	5	7	9	12	15	17	20	23	26
11¼° BEND	3	4	5	6	8	9	10	12	13

A=MINIMUM FOOTAGE OF PIPE TO BE RESTRAINED.

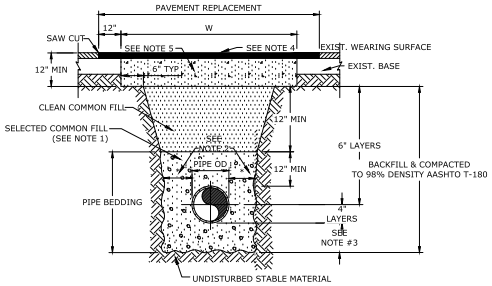
NOTES:
1. THIS TABLE IS BASED ON THE RESTRAINT CALCULATION SOFTWARE PROVIDED FREE OF CHARGE BY EBAA IRON INC. AT http://www.ebaa.com/engineering.htm AND THE FOLLOWING INPUT VARIABLES:
   A. MAXIMUM TEST PRESSURE OF 150 PSI
   B. LAYING CONDITION TYPE 3 (SEE DETAILS ON PAGE W-3.0)
   C. POOR SOIL CONDITIONS (SOIL TYPE ML)
   D. USING D.I.P.
   E. 2 FEET OF COVER (NOTE: 2.5 TO 3 FEET OF COVER REQUIRED BY GRU)
   F. HORIZONTAL BENDS ONLY - ENGINEER TO SUBMIT CALCULATIONS FOR VERTICAL RESTRAINTS
   G. SAFETY FACTOR = 1.5 TO 1
2. FOR POLYWRAPPED D.I.P., MULTIPLY THE FOOTAGE BY 1.50
3. FOR PVC PIPE DIMENSIONS SEE PAGE W-2.8.1
4. RESTRAINED PIPE SHALL BE MANUFACTURED RESTRAINED PIPE, PUSH-ON RESTRAINTS OR MECHANICAL RESTRAINTS.
5. ANY ADDITIONAL VALVES OR FITTINGS WITHIN THE RESTRAINED SECTION SHALL BE RESTRAINED ACCORDING TO THE LONGER DIMENSION.

NOTE: THESE TABLES ARE FOR PVC PIPE ONLY; SEE W-2.8 OR W-2.9 FOR DIP.

RESTRAIN (LF)								
FITTING SIZE	4"	6"	8"	12"	16"	20"	24"	30"	36"
VALVE OR DEAD END	57	78	101	140	176	211	243	286	326
90° BEND	33	45	57	78	97	114	130	150	169
45°/OFFSET	14	19	24	33	41	47	54	63	71
22½° BEND	7	10	12	16	20	23	27	31	35
11¼° BEND	4	6	7	8	11	12	14	16	18

	RESTRAIN (LF)
FITTING SIZE	REDUCER "B"
6x4	40
8x4	72
8x6	43
12x4	121
12x6	102
12x8	75
16x6	149
16x8	129
16x12	75
20x6	189
20x8	174
20x12	133
20x16	74
24x6	225
24x8	213
24x12	180
24x16	133
24x20	72

	RESTRAIN (LF)
FITTING SIZE	REDUCER "B"
30x6	272
30x8	263
30x12	238
30x16	201
30x20	156
30x24	101
36x6	315
36x8	307
36x12	287
36x16	259
36x20	223
36x24	179
36x30	100



NOTES:

1.) USE OF TYPE A-2 AND A-3 PIPE BEDDING TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

2.) 10" MAX. FOR PIPE DIAMETER LESS THAN 24"

3.) 4" MAX. FOR PIPE 15" DIAMETER AND LESS

4.) WEARING SURFACE TO BE SAME TYPE & THICKNESS (1 1/2" MIN.) AS EXISTING PAVEMENT.

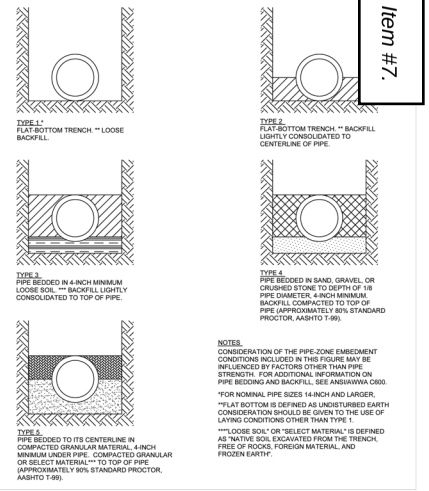
5.) BASE MATERIAL SHALL BE D.O.T. NO. 57, LIMEROCK, SHELL OR APPROVED EQUAL.

6.) BACKFILL AASHTO M-145 SHALL BE PLACED IN LAYERS NOT TO EXCEED 6 INCHES. EACH LAYER SHALL BE THOROUGHLY TAMPED AND/OR ROLLED TO 98% AASHTO T-180 DENSITY.

7.) TEMPORARY PATCHES WILL BE MAINTAINED SO AS TO PROVIDE A SMOOTH ALL WEATHER SURFACE AT ALL TIME. PERMANENT PATCH TO BE MADE AS SOON AS POSSIBLE.

OPEN CUT PAVEMENT REPAIR DETAIL

N.T.S.



TYPE 1 *
FLAT-BOTTOM TRENCH. ** LOOSE BACKFILL.

TYPE 2
FLAT-BOTTOM TRENCH. ** BACKFILL LIGHTLY CONSOLIDATED TO CENTERLINE OF PIPE.

TYPE 3
PIPE BEDDED IN 4-INCH MINIMUM LOOSE SOIL. *** BACKFILL LIGHTLY CONSOLIDATED TO TOP OF PIPE.

TYPE 4
PIPE BEDDED IN SAND, GRAVEL, OR CRUSHED STONE TO DEPTH OF 1/8 PIPE DIAMETER, 4-INCH MINIMUM. BACKFILL COMPACTED TO TOP OF PIPE (APPROXIMATELY 80% STANDARD PROCTOR, AASHTO T-99).

TYPE 5
PIPE BEDDED TO ITS CENTERLINE IN COMPACTED GRANULAR MATERIAL, 4-INCH MINIMUM UNDER PIPE. COMPACTED GRANULAR OR SELECT MATERIAL*** TO TOP OF PIPE (APPROXIMATELY 90% STANDARD PROCTOR, AASHTO T-99).

NOTES
CONSIDERATION OF THE PIPE-ZONE EMBEDMENT CONDITIONS INCLUDED IN THIS FIGURE MAY BE INFLUENCED BY FACTORS OTHER THAN PIPE STRENGTH. FOR ADDITIONAL INFORMATION ON PIPE BEDDING AND BACKFILL, SEE ANSI/AWWA C600.

*FOR NOMINAL PIPE SIZES 14-INCH AND LARGER.

**FLAT BOTTOM IS DEFINED AS UNDISTURBED EARTH CONSIDERATION SHOULD BE GIVEN TO THE USE OF LAYING CONDITIONS OTHER THAN TYPE 1.

***LOOSE SOIL* OR "SELECT MATERIAL" IS DEFINED AS "NATIVE SOIL EXCAVATED FROM THE TRENCH, FREE OF ROCKS, FOREIGN MATERIAL, AND FROZEN EARTH".

Page 352

Item #7.

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C3.10 CONSTRUCTION DETAILS.dwg PLOT DATE: 6/3/2026 2:24 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

LISA J. BAKER LICENSE No. 74652 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LISA J. BAKER ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

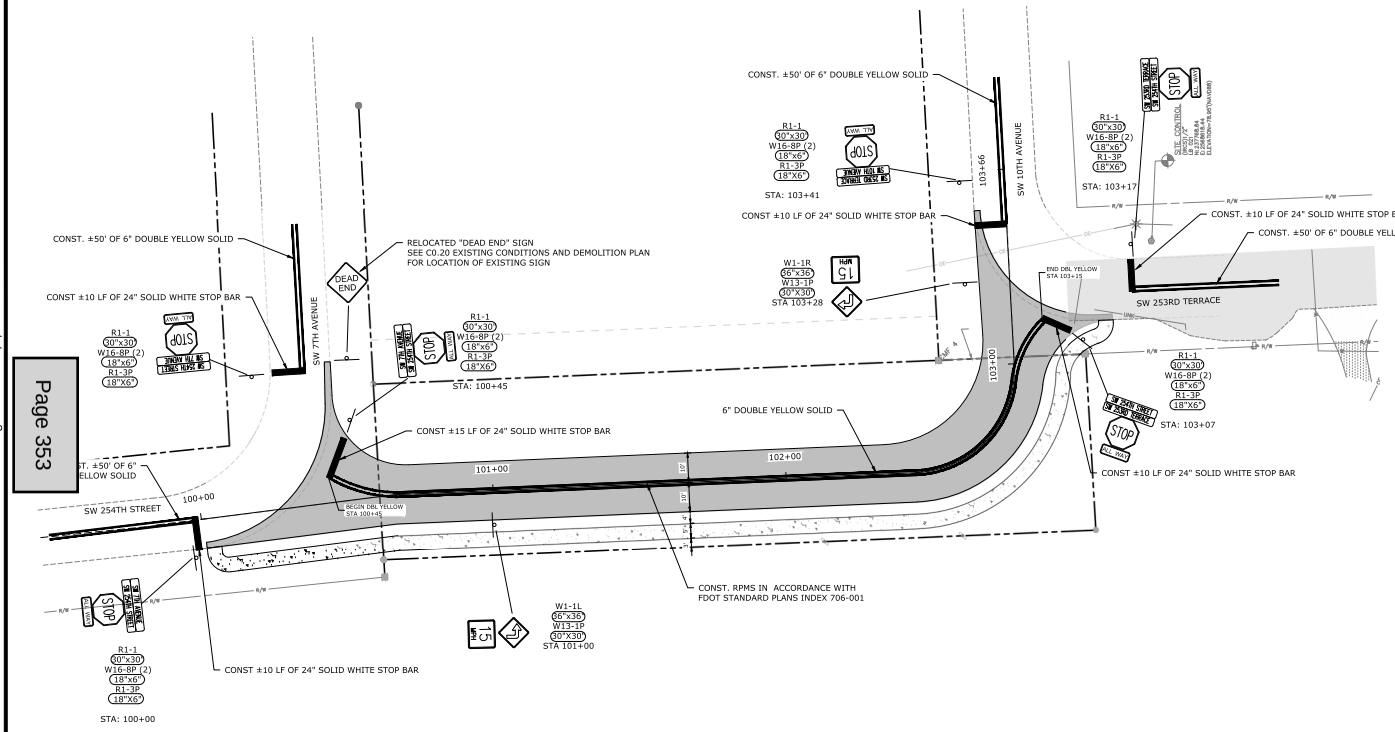
Lisa J. Baker PE 74652

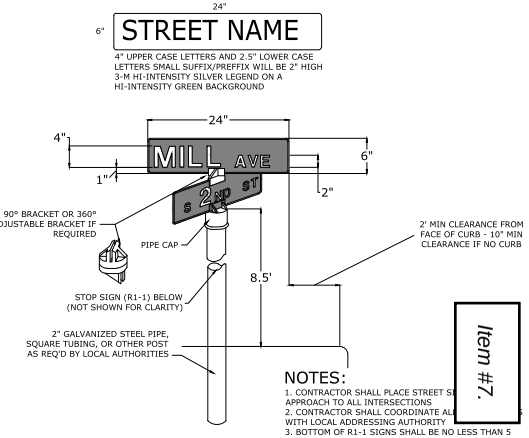
DESIGNED	LJB
CHECKED	JDL
DRAWN	MAF
APPROVED	LJB

SHEET TITLE:
CONSTRUCTION DETAILS

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C3.10

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20





1 C4.00 STREET SIGNAL DETAIL
SCALE: N.T.S.

SIGNING AND PAVEMENT MARKING NOTES

1. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.

2. ALL DIRECTIONAL ARROWS AND LETTERS FOR PAVEMENT MESSAGES SHALL BE PLACED AS ONE SEGMENT.

3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS ARE TO BE REMOVED UNLESS NOTED OTHERWISE IN THE PLANS.

4. CONSTRUCT PAVEMENT MARKINGS AND RPM'S IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 706-001 AND 711-001.

5. CONTRACTOR SHALL INSTALL TWO STREET NAME PANELS ON EACH R1-1 STOP SIGN ACCORDING TO DETAIL BELOW UNLESS NOTED OTHERWISE IN THE PLANS.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

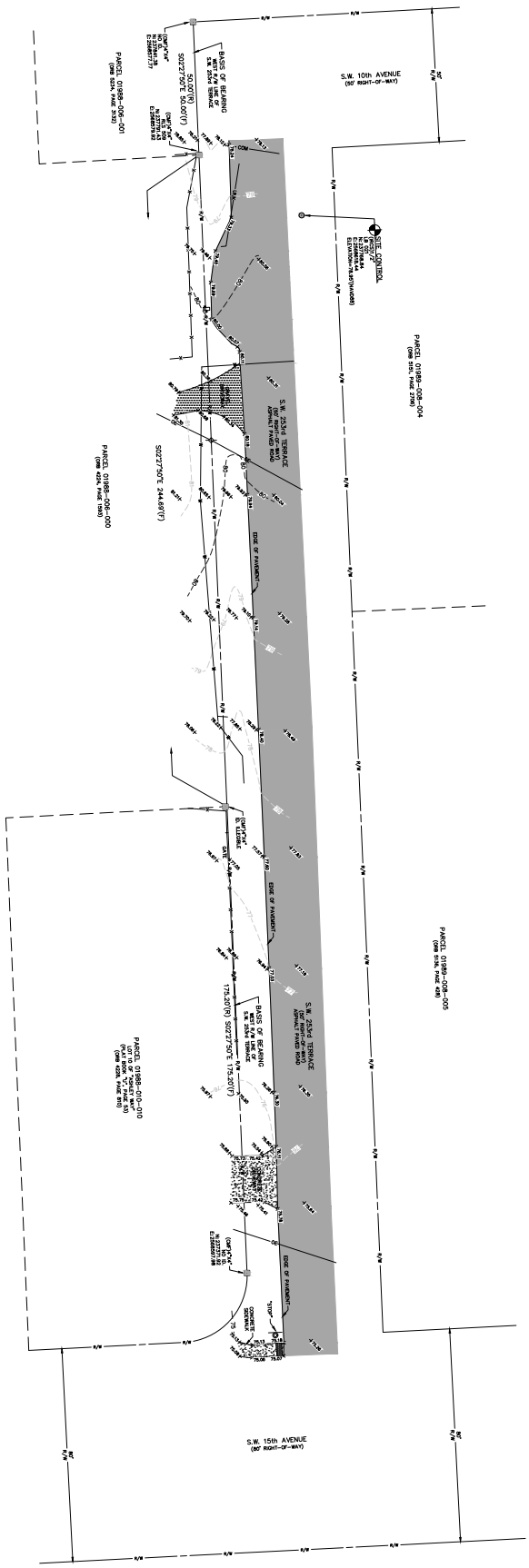
Matthew C. Herrmann, PE # 57146

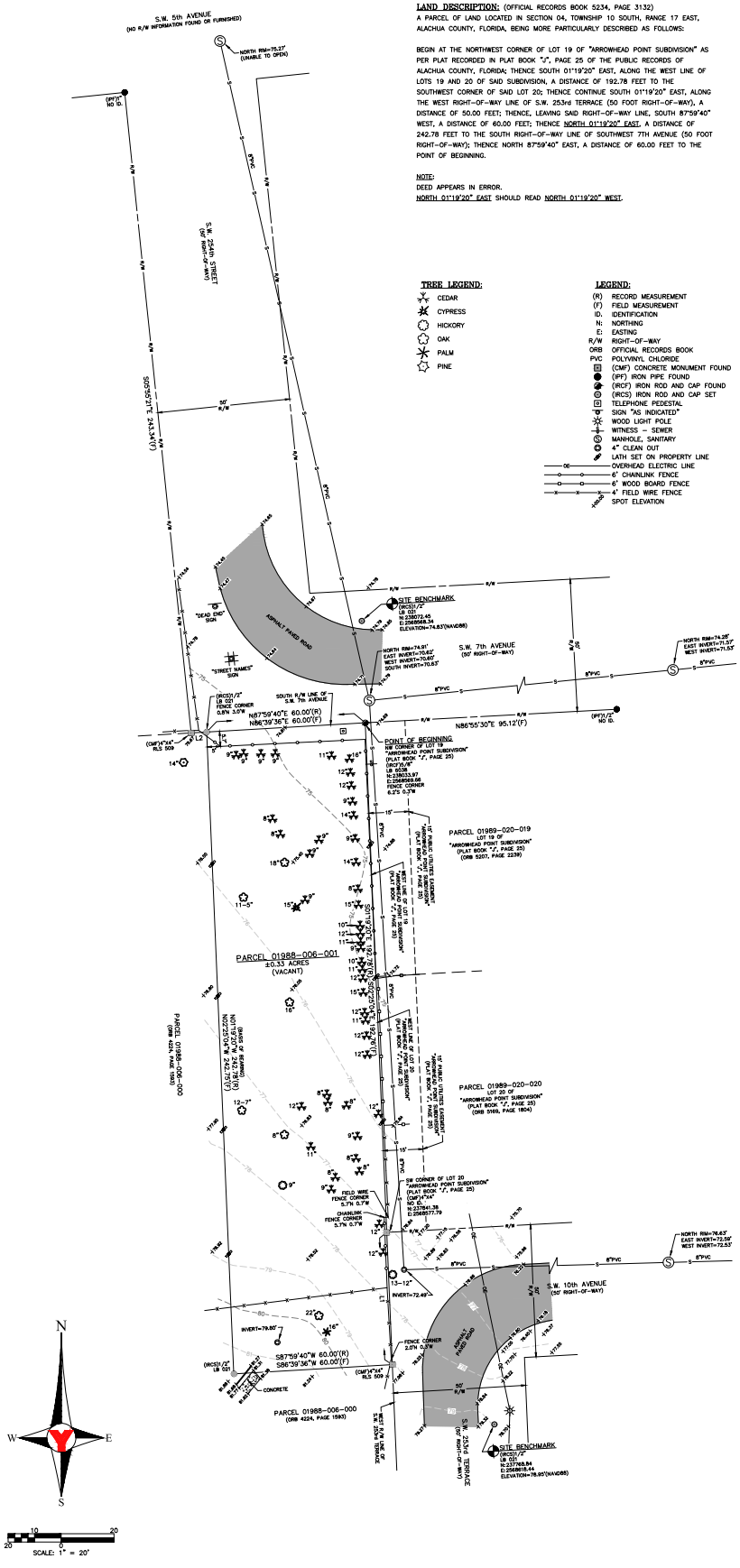
DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
ROADWAY SIGNING AND PAVEMENT MARKINGS SHEET

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C4.00

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C4.00 ROADWAY SIGNING AND PAVEMENT MARKINGS SHEETS.dwg PLOT DATE: 6/3/2026 2:24 PM BY MAF


S.W. 10th AVENUE
(80' RIGHT-OF-WAY)
S.W. 15th AVENUE
(80' RIGHT-OF-WAY)
S.W. 253rd TERRACE
(NO RECORD)
ASPHALT PAVED ROAD
EDGE OF PAVEMENT
BASIS OF BEARING
S.W. 253rd TERRACE
S02°27'50"E 1750.10' (M)
S02°27'50"E 244.99' (M)
S02°27'50"E 50.00' (M)
PARCEL 01989-008-000
(ORB 4224, PAGE 1990)
PARCEL 01989-008-004
(ORB 4224, PAGE 2010)
PARCEL 01989-008-005
(ORB 4224, PAGE 4011)
PARCEL 01989-010-010
(ORB 4224, PAGE 810)
(IRCS) "LB 6946"
ELEVATION=74.80'(NAVD88)
(IRCS) "LB 6946"
ELEVATION=75.01'(NAVD88)
(IRCS) "LB 6946"
ELEVATION=75.07'(NAVD88)
(IRCS) "LB 6946"
ELEVATION=75.03'(NAVD88)
(IRCS) "LB 6946"
ELEVATION=74.97



LAND DESCRIPTION: (OFFICIAL RECORDS BOOK 5234, PAGE 3132)
A PARCEL OF LAND LOCATED IN SECTION 04, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 19 OF "ARROWHEAD POINT SUBDIVISION" AS PER PLAT RECORDED IN PLAT BOOK "J", PAGE 25 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°19'20" EAST, ALONG THE WEST LINE OF LOTS 19 AND 20 OF SAID SUBDIVISION, A DISTANCE OF 192.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE CONTINUE SOUTH 01°19'20" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF S.W. 253rd TERRACE (50 FOOT RIGHT-OF-WAY), A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 87°59'40" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 01°19'20" EAST, A DISTANCE OF 242.78 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST 7TH AVENUE (50 FOOT RIGHT-OF-WAY); THENCE NORTH 87°59'40" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

NOTE:
DEED APPEARS IN ERROR.
NORTH 01°19'20" EAST SHOULD READ NORTH 01°19'20" WEST.

TREE LEGEND:
- CEDAR
- CYPRESS
- HICKORY
- OAK
- PALM
- PINE

LEGEND:
- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- ID. IDENTIFICATION
- N: NORTHING
- E: EASTING
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK
- PVC POLYVINYL CHLORIDE
- (CMF) CONCRETE MONUMENT FOUND
- (PPF) IRON PIPE FOUND
- (IRCF) IRON ROD AND CAP FOUND
- (IRCS) IRON ROD AND CAP SET
- TELEPHONE PEDESTAL
- SIGN "AS INDICATED"
- WOOD LIGHT POLE
- WITNESS - SEWER
- MANHOLE; SANITARY
- 4" CLEAN OUT
- LATH SET ON PROPERTY LINE
- OHE OVERHEAD ELECTRIC LINE
- 6' CHAINLINK FENCE
- 6' WOOD BOARD FENCE
- 4' FIELD WIRE FENCE
- SPOT ELEVATION

SURVEYOR'S NOTES:

1. THIS SURVEY IS A GRAPHIC DEPICTION OF THE CURRENT BOUNDARY AND VISIBLE IMPROVEMENTS IN ACCORDANCE WITH THE LEGAL DESCRIPTION SHOWN HEREON AND MAY NOT REFLECT OWNERSHIP.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON THAT MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THE UNDERSIGNED HAS NOT PERFORMED AN INDEPENDENT SEARCH FOR ADDITIONAL RECORDS.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 20' OR SMALLER.
4. THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS; THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
5. "CERTIFICATION" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
6. THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE F. YOUNG, INC. AND THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
7. UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEDIUM OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF GEORGE F. YOUNG, INC. AND THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THIS SURVEY IS VALID AS TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE.
10. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
11. BEARINGS AND COORDINATES SHOWN ON THIS MAP ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, AS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE SHOWN IN U.S. SURVEY FEET. CONTROL FOR THIS SURVEY WAS ESTABLISHED USING REAL TIME KINEMATIC-GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS WITH CORRECTION SIGNALS PROVIDED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK. THE WEST BOUNDARY OF THE HEREON DESCRIBED PROPERTY BEARS NORTH 02°25'04" WEST.
12. ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ELEVATIONS WERE DERIVED FROM REAL TIME KINEMATIC-GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS. CORRECTION SIGNALS FOR THIS SURVEY WERE PROVIDED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK, WITH SUBSEQUENT CHECKS TO FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) CONTROL MONUMENT POINT NAME "2603007HV" WITH A PUBLISHED ELEVATION OF 85.61 FEET (NAVD88) AND FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) CONTROL MONUMENT POINT NAME "2607025HV2" WITH A PUBLISHED ELEVATION OF 75.00 FEET (NAVD88).
13. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOWN HEREON.
14. NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.
15. THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES. NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS, OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
16. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
17. GROSS LAND AREA IS 0.33 ACRES MORE OR LESS.
18. UNDERGROUND UTILITIES SHOWN ARE BASED ON ABOVE-GROUND EVIDENCE AND SURFACE MARKING FOUND DURING THIS SURVEY. THERE MAY BE OTHER UNDERGROUND INSTALLATIONS WITHIN OR NEAR THE SUBJECT PROPERTY WHICH WERE NOT LOCATED AND ARE NOT SHOWN. UTILITIES SHOWN HEREON ARE NOT TO BE USED FOR CONSTRUCTION AND DO NOT NECESSARILY INDICATE AVAILABILITY.
19. FORTY-EIGHT (48) HOURS BEFORE DIGGING, BORING, PILE-DRIVING, PLANTING, ETC. NOTIFY SUNSHINE 811 BY CALLING 811 SO THAT UNDERGROUND UTILITIES MAY BE FIELD SPOTTED.
20. IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12001C0265D (PANEL NOT PRINTED), THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
21. ALL TREE SPECIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT MAY BE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.
22. GEORGE F. YOUNG, INC. AND THE UNDERSIGNED MAKE NO REPRESENTATIONS OR GUARANTEES PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET BACK LINES, RESERVATIONS AND/OR AGREEMENTS.
23. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

UNDERGROUND UTILITY NOTE:
THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN WERE BASED ON ABOVE GROUND FIXTURES, EASILY RECOGNIZABLE FEATURES, AND UTILITY COMPANY MAPS AVAILABLE TO THE SURVEYOR. UNLESS NOTED OTHERWISE ON THE GRAPHIC PORTION OF THIS SURVEY, NO UTILITIES WERE UNCOVERED TO VERIFY THEIR LOCATION.

NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED BY THE SURVEYOR THAT THE LOCATIONS SHOWN REPRESENT THE ACTUAL LOCATIONS OF THOSE UTILITIES, THE UTILITY TYPE, OR THAT NO OTHER UTILITIES EXIST ON THE SITE.

PRIOR TO THE DESIGN OF UTILITY CONNECTIONS, THE PROPOSED CONNECTION POINTS SHOULD BE EXCAVATED AS NECESSARY TO CONFIRM THEIR EXACT LOCATION, DEPTH AND CHARACTERISTICS.

IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 556, PRIOR TO ANY EXCAVATION, THE EXCAVATOR SHOULD CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770.

*INDIVIDUAL LOTS SANITARY LATERALS AND WATER SERVICE LINES AND IRRIGATION SYSTEMS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

LINE TABLE	
LINE #	LINE DIRECTION AND LENGTH
L1	S01°19'20"E 50.00'(R) S02°25'04"E 50.00'(F)
L2	N86°39'36"E 5.88'(F)

SHEET NO. 1 OF 1

BOUNDARY AND TOPOGRAPHIC SURVEY

PARCEL 01988-006-001
ALACHUA COUNTY, FLORIDA
SECTION 04, TOWNSHIP 10 SOUTH, RANGE 17 EAST

JOB NO. 25025-400GS

DAVID M. DEREN P.S.M. #6946
DATE:

	IN
CREW CHIEF	
DRAWN	
CHECKED	DD
FIELD BOOK	745/25-28
FIELD DATE	10.28.25

NEWBERRY

REVISED	NO.	BY	DATE	DESCRIPTION
	1			
	2			
	3			
	4			
	5			
	6			
	7			

George F. Young, Inc.
4605 N.W. 6TH STREET, SUITE H, GAINESVILLE, FL 32609
PHONE (352) 378-1444 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA

SINCE 1990

Item #7.

Document Envelope ID: 50DF5E64-CBEE-4418-9009-CDCD7C2E1DA0

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

CONSTRUCTION DOCUMENTS

FOR:

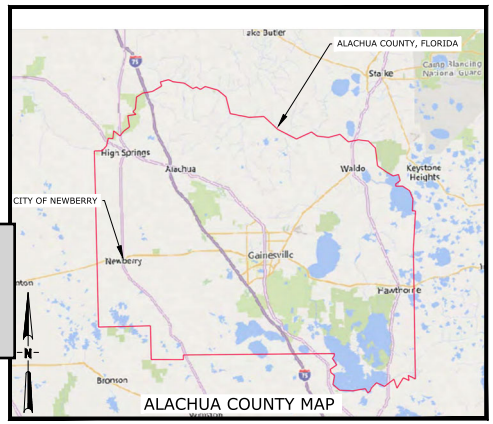
CITY OF NEWBERRY SW 254TH STREET EXTENSION

LOCATED:

NEWBERRY, ALACHUA COUNTY, FLORIDA

SUBMITTED TO:

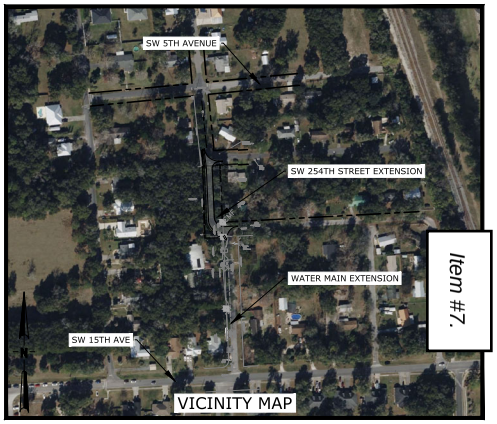
CITY OF NEWBERRY
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



ALACHUA COUNTY MAP

Civil Sheet List Table	
Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.10	GENERAL ROADWAY AND UTILITY INSTALLATION NOTES
C0.20	EXISTING CONDITIONS AND DEMOLITION PLAN
C1.00	ROADWAY PLAN PROFILE SHEET
C2.10	ROADWAY CROSS SECTION AND DETAILS
C2.30	STORMWATER POLLUTION PREVENTION PLAN
C2.31	STORMWATER POLLUTION PREVENTION NOTES
C2.32	STORMWATER POLLUTION PREVENTION CONCTRACTORS CERTS
C3.00	UTILITIES PLAN
C3.10	CONSTRUCTION DETAILS
C4.00	ROADWAY SIGNING AND PAVEMENT MARKINGS SHEET

Consultants Sheet List Table	
Sheet Number	Sheet Title
SHEET 1 OF 1	BOUNDARY AND TOPOGRAPHIC SURVEY
SHEET 1 OF 1	BOUNDARY AND ADDITIONAL TOPOGRAPHIC SURVEY



VICINITY MAP

OWNER/DEVELOPER
CITY OF NEWBERRY
MR. JAMIE JONES
25440 W NEWBERRY RD
NEWBERRY, FLORIDA 32669-4254
PH: 352-472-5440
JJONES@NEWBERRYFL.GOV

CIVIL ENGINEER
LOCKLEAR & ASSOCIATES, INC.
MR. MATTHEW HERRMANN, P.E.
210 SW 4TH AVE
GAINESVILLE, FL 32601
PH: 352-672-6867

SURVEYOR
GEORGE F. YOUNG, INC.
MR. DAVID DEREN, P.S.M.
4605 NW 6TH STREET, SUITE H
GAINESVILLE, FL 32609
PH: 352-378-1444
DDEREN@GEORGEFYOUNG.COM

CITY OF NEWBERRY MAYOR AND CITY COMMISSION

MAYOR	TIM MARDEN
COMMISSIONER	RICK COLEMAN
COMMISSIONER	MARK CLARK
COMMISSIONER	MONTY FARNSWORTH
COMMISSIONER	DONALD LONG
COMMISSIONER	TONY MAZON

GOVERNING STANDARDS AND SPECIFICATIONS

1. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION & MAINTENANCE OF STREETS & HIGHWAYS, 2023 (F.D.O.T. GREENBOOK)
2. F.D.O.T. STANDARD PLANS - FY 2026-27
3. F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, FY 2026-27
4. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2023
5. CITY OF NEWBERRY MANUAL OF STANDARDS AND SPECIFICATIONS
6. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), CHAPTER 62-555, LATEST EFFECTIVE DATE. AS NOTES: PERMITTING AND CONSTRUCTION OF PUBLIC WATER SYSTEMS.
7. AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, LATEST EDITION.
8. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARDS, LATEST EDITION.
9. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS, LATEST EDITION.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
COVER SHEET

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C0.00

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C0.00 COVER SHEET.dwg PLOT DATE: 8/19/2026 2:25 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

GENERAL NOTES

1. THE OVERALL SITE TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN HEREON WAS ORIGINALLY PREPARED BY GOERGE F YOUNG, INC. DATED 10/28/2025.
2. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION.
3. ALL PAVEMENT DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT, OR FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL NEW TRAFFIC CONTROL DEVICES (SIGNS AND PAVEMENT MARKINGS) SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARDS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS AND DRIVEWAYS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH FDOT MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS.
6. ALL NON-CONFORMING SIGNS SHALL BE REMOVED FROM THE SITE.
7. ALL WORK PERFORMED IN THE CITY RIGHT-OF-WAY SHALL BE IN COMPLIANCE WITH THE LATEST FDOT STANDARDS. PLEASE INFORM INSPECTORS 24 HOURS PRIOR TO COMMENCING ANY WORK IN THE RIGHT-OF-WAY.
8. CONTRACTOR TO REVIEW GEOTECHNICAL REPORT AND BORINGS PRIOR TO BIDDING THE PROJECT AND FOLLOW OUTLINED CONSTRUCTION TECHNIQUES.
9. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
10. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SERVICES OF AN APPROVED TESTING LABORATORY AND SOILS ENGINEER. CONTRACTOR TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
11. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SODDED, SEEDED, MULCHED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION PER LOCAL INSPECTOR.
12. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE BASED UPON BEST AVAILABLE INFORMATION REVIEWED AT THE TIME OF DOCUMENT PREPARATION. THIS INFORMATION MAY NOT BE OF SUITABLE ACCURACY OR CORRECTNESS FOR THE CONTRACTOR'S CONSTRUCTION NEEDS. THEREFORE, THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THE WORK BEFORE CONSTRUCTION.
13. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH DRIVEWAYS, SIDEWALKS, CURBS, FENCING, ETC., DAMAGED DURING CONSTRUCTION, WITH THE SAME TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP AS PREVIOUSLY EXISTED. AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT INDICATED TO BE SODDED SHALL BE SEEDED.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.
15. ALL WORK TO BE PERFORMED FOR THE COMPLETION OF THIS PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE BEST PRACTICES OF THE INDUSTRY AND IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND/OR CITY CODES, ORDINANCES, STANDARDS, AND PERMIT CONDITIONS.
16. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH [illegible] CONSTRUCTION DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THE CONSTRUCTION [illegible]UMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT [illegible]LL GOVERN.
17. [illegible]RK BEING PERFORMED UNDER THE CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING [illegible]FORMED ON THE SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE [illegible]NTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS [illegible] UTILITY COMPANIES.
18. [illegible]AIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED [illegible]HE CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK [illegible]ESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION [illegible] NO EXTRA COMPENSATION WILL BE ALLOWED.
19. THROUGHOUT THE CONSTRUCTION PERIOD OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF ONSITE PERSONNEL, THE TRAVELING PUBLIC, AND THE CONTRACTOR'S WORKFORCE. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE LATEST EDITION PROVISIONS ESTABLISHED BY OSHA. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE TRENCH SAFETY ACT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THIS INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS..
20. ALL HANDICAP RAMPS SHALL COMPLY WITH ADA, STATE OF FLORIDA ACCESSIBILITY CODES AND STANDARDS, CITY OF NEWBERRY STANDARDS, AND FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
21. CONTRACTOR TO GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR.

DEMOLITION GENERAL NOTES

1. THE CONTRACTOR SHALL ACCURATELY LOCATE ALL UNDERGROUND PIPES, CABLES AND UTILITIES IN THE AREAS OF CONSTRUCTION. THIS SHALL BE DONE SEVEN DAYS PRIOR TO EXCAVATION TO AVOID DAMAGE TO THESE FACILITIES. ALL DAMAGE RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT AND/OR BRACING TO MAINTAIN THE STRUCTURAL INTEGRITY OF ALL POWER POLES AND SUPPORTS LOCATED WITHIN THE IMMEDIATE VICINITY OF TRENCH EXCAVATIONS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE POWER COMPANY TO PROVIDE TEMPORARY SUPPORT AND/OR BRACING IN ACCORDANCE WITH THE POWER COMPANY REQUIREMENTS.
3. THE CONTRACTOR SHALL NOTE THAT OVERHEAD UTILITIES MAY NOT BE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE AND INCLUDE CONSIDERATION OF SUCH UTILITIES IN PLANNING AND EXECUTING HIS WORK.
4. THE CONTRACTOR SHALL FOLLOW ALL STATE, LOCAL AND FEDERAL REGULATIONS AND PROPERLY DISPOSE OF ALL DEMOLITION DEBRIS AT AN APPROVED OFF-SITE LOCATION IN A LEGAL MANNER.
5. CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER USABLE FACILITIES WITHOUT PERMISSION FROM OWNERS AND AUTHORITIES HAVING JURISDICTION. CLOSURE OF THESE FACILITIES MAY REQUIRE A MAINTENANCE OF TRAFFIC PLAN PREPARED BY A REGISTERED PROFESSIONAL AT THE CONTRACTOR'S EXPENSE.

PAVING, GRADING, AND DRAINAGE GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES. CONTRACTOR SHALL NOT DISTURB OR RELOCATE ANY EXISTING UTILITY WITHOUT WRITTEN PERMISSION FROM THE UTILITY OWNER.
2. ALL CONCRETE USED SHALL BE 3,000 PSI MINIMUM.
3. THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDEMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF SITE PROPERTY.
4. AREAS WITHIN THE RIGHT-OF-WAY AND EASEMENTS SHALL BE CLEARED OF ALL TREES, ROOTS, VEGETATION, AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE. AREAS OF EXCLUSION SUCH AS TREES OR DESIGNATED BUFFERS SHALL BE ADEQUATELY MARKED FOR PROTECTION.
5. STOCKPILES OF WASTE OR EXCESS MATERIAL SHALL NOT REMAIN WITHIN THE RIGHT-OF-WAY OR EASEMENTS AND SHALL BE REMOVED FROM THE BOUNDS OF THE PROJECT IN A LEGAL MANNER.
6. STOCKPILES OF EXCAVATED TOPSOIL OR FILL MATERIAL SHALL BE LOCATED SUCH THAT SITE DRAINAGE OR WATERWAYS ARE NOT OBSTRUCTED. THE OWNER OF PROPERTY MAY TEMPORARILY STOCKPILE TOPSOIL OR ROCKS, OUTSIDE OF ALL RIGHTS-OF-WAY AND EASEMENTS, TO REMAIN FOR FUTURE LANDSCAPING. STOCKPILES OF EXCESS SUITABLE MATERIAL MUST BE REMOVED PRIOR TO FINAL INSPECTION OR APPROPRIATELY PERMITTED TO REMAIN ON SITE. STOCKPILE LOCATION APPROVAL MUST BE OBTAINED THROUGH THE APPROPRIATE REGULATING AGENCY AND A PERMIT MUST BE OBTAINED.
7. EXCAVATION SHALL INCLUDE REMOVAL OF ALL MATERIALS AND STRUCTURES NECESSARY TO CONSTRUCT ROADWAY AND DRAINAGE FACILITIES TO THE APPROPRIATE LINE AND GRADE.
8. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN ON THE PLANS OR DESIGNATED IN THE FIELD.
9. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND DISPOSING ALL WASTE MATERIALS CONSISTENT WITH ALL RULES AND REGULATIONS APPLICABLE TO THE SPECIFIC MATERIAL FOUND. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MULCH, PEAT, BURIED DEBRIS, ETC.) IS TO BE EXCAVATED AND REPLACE WITH SUITABLE/COMPACTED SOILS AS DIRECTED BY THE OWNER, ENGINEER OR GEOTECHNICAL ENGINEER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.
10. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENTS TO DRAIN POSITIVELY. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO FINAL GRADING.
11. ALL STORM STRUCTURES SHALL CONFORM WITH FDOT Standard Plans DRAWINGS AND SPECIFICATIONS EXCEPT THAT DITCH BOTTOM INLETS IN PAVED AREAS SHALL HAVE TRAVERSABLE, TRAFFIC BEARING GRATES SUPPORTED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SIDES. GRATES SHALL BE CAST IRON UNLESS OTHERWISE SPECIFIED OR APPROVED.
12. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER AND OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.
13. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO FINAL APPROVAL. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS FOR THESE PURPOSES.
14. THE CONTRACTOR SHALL MAINTAIN IN HIS POSSESSION A COPY OF THE WATER MANAGEMENT DISTRICT CONSTRUCTION PERMIT. HE SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL CONDITIONS CONTAINED IN THE PERMIT.
15. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
16. IF LIMEROCK IS ENCOUNTERED DURING EXCAVATION OF THE SWALES/BASINS OR IF A SINKHOLE FORMS IN THE AREA OF A DRAINAGE SWALE/BASIN, THE ENGINEER OF RECORD SHALL BE NOTIFIED BY EITHER THE CONTRACTOR OR THE ESTABLISHED OPERATION AND MAINTENANCE ENTITY. THE ENGINEER OF RECORD SHALL INSPECT THE REPAIRED AREA UPON COMPLETION OF THE REPAIR.
17. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED. 12" OF CLEAN FLORIDA FILL WITH THE pH OF 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.

MAINTENANCE OF TRAFFIC (MOT) NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR CREATING A MAINTENANCE OF TRAFFIC (MOT) PLAN FOR CONSTRUCTION ACTIVITY THAT OCCURS WITHIN RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO SIDEWALK WORK AND ACTIVITIES THAT REQUIRE A LANE (OR ROAD) CLOSURE, SUCH AS CONNECTION TO SEWER MANHOLES AND WATER MAINS. THE MOT PLAN MUST BE CREATED BY AN INDIVIDUAL WHO IS CERTIFIED TO DO SO BY THE FDOT MOT CERTIFICATION TRAINING. THE MOT PLAN MUST ALSO BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS, FDOT STANDARD SPECIFICATIONS, AND CITY OF NEWBERRY MOT REQUIREMENTS AND MUST BE REVIEWED AND APPROVED BY THE CITY OF NEWBERRY PUBLIC WORKS DEPARTMENT. IN CASES WHERE THE WORK OCCURS IN AN FDOT RIGHT-OF-WAY OR REQUIRES PLACEMENT OF WORK ZONE SIGNS IN AN FDOT RIGHT-OF-WAY, THE MOT PLAN MUST ALSO BE REVIEWED AND APPROVED BY FDOT.

WATER AND WASTEWATER GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY FIELD LOCATIONS. RELOCATIONS, AS REQUIRED, SHALL BE COORDINATED BY THE CONTRACTOR.
2. ALL WATER AND WASTEWATER INSTALLATION CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF NEWBERRY, FDEP, FDOT, AWWA, AND ANSI STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES IN ADVANCE OF CONSTRUCTION. BY CALLING THE SUNSHINE 811 AT 1-800-432-4770. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ANY UTILITY LOCATIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL LOCATION AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION AND DEMOLITION SHOWN PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL ALL UTILITY COMPANIES TO HAVE THE LOCATIONS OF ALL UTILITIES FIELD MARKED PRIOR TO COMMENCEMENT OF CONSTRUCTION OR DEMOLITION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUING CONSTRUCTION.
5. GENERAL CONTRACTOR TO CONTACT ENGINEER OF RECORD AND OWNER REPRESENTATIVE 48 HOURS IN ADVANCE PRIOR TO BACKFILLING TRENCHES FOR FIELD INSPECTION AND PRIOR TO LAYING ASPHALT FOR FIELD INSPECTION.
6. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
7. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND PERMANENT STRUCTURES, TREES, AND SANITARY SEWER MAIN SHALL BE 10' (FEET).
8. THE 4", 6", & 8" PVC WATER MAINS SHALL HAVE A DR-18 RATING. ALL WATER SERVICES SHALL BE 2" PVC SCHEDULE 40 PIPE. ALL 2" WATER CROSSINGS SHALL BE ENCASED IN 3" SCH 40 PVC. WHEN PLACED UNDER PAVEMENT THE 3" PVC CASING SHALL EXTEND 5' (FT) BEYOND THE BACK OF CURB. ALL 4", 6", & 8" WATER MAINS UNDER PAVEMENT SHALL BE DIP EXTENDING 5'(FT) BEYOND BACK OF CURB.
9. ALL SEWER PIPE SHALL HAVE AN ASTM RATING OF 3034. ALL SERVICES SHALL BE 4" PVC SLOPED AT LEAST 1.00% TOWARD THE MAIN AND HAVE A CLEANOUT INSTALLED AT THE ELEVATION GIVEN. ALL SEWER PIPES PLACED AT A DEPTH LESS THAN 14' SHALL BE SDR 35 WHILE PIPES PLACED AT A DEPTH GREATER THAN 14' BUT LESS THAN 20' SHALL BE SDR 26.
10. MINIMUM SLOPE REQUIREMENTS FOR SEWER LATERALS:
    6" = 0.60%;
    4" = 1.00%;
    ALL CLEANOUTS WITHIN PAVED AREAS SHALL HAVE TRAFFIC BEARING LIDS.
11. ALL ELECTRICAL SYSTEM CONDUITS TO HAVE A PULLSTRING.

ASBUILT NOTES:

1. SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS, IS REQUIRED PRIOR TO SCHEDULING A FINAL INSPECTION FOR THE CITY AND THE WATER MANAGEMENT DISTRICT.
2. AS-BUILT DRAWINGS SHALL BE PREPARED IN AUTOCAD FORMAT BY A FLORIDA REGISTERED LAND SURVEYOR. AN ELECTRONIC FILE OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. SIGNED AND SEALED PRINTS SHALL BE PROVIDED TO THE ENGINEER AS REQUESTED. PROVIDE LOCATION, ELEVATION AND DESCRIPTION OF BENCHMARK(S).
3. PROVIDE PAVEMENT GRADES AND ALL UNDERGROUND FACILITIES INCLUDED AS PART OF THE CONSTRUCTION DOCUMENTS.
4. PROVIDE PERIMETER DIMENSIONS AND AT TOP OF SWALES.
5. PROVIDE ELEVATIONS AT TOP OF BANK, BOTTOM OF SWALES OUTFALL STRUCTURE(S).
6. PROVIDE SPECIAL DETAIL DRAWINGS WHERE INSTALLATIONS WERE NOT AS SHOWN ON CONSTRUCTION DRAWINGS DUE TO FIELD CONDITIONS OR WHERE REQUIRED FOR CLARITY.
7. LOCATE ALL PIPES AND PROVIDE SIZE, ELEVATION, INVERT ELEVATIONS, LENGTH AND TYPE.

A. WATER PROJECT:
   i LOCATION, SIZE AND MATERIAL TYPE OF ALL POTABLE WATER MAINS INCLUDING LOCATION OF ALL BENDS, VALVES, JUNCTIONS, DEAD END SECTIONS, ETC.
   ii LOCATION OF ALL POTABLE WATER SERVICE LINES AND METERS. (INCLUDING GPS COORDINATE DATA.)
   iii LOCATION OF ALL FIRE HYDRANTS AND FLUSH VALVES.
   iv DETAILED SURVEY OF ALL WATER WELL SITES INCLUDING, BUT NOT LIMITED TO, LOCATION AND SIZE OF WELL, WELL BUILDING, CHLORINE ROOM, CHLORINE LINES AND INJECTION POINTS, SERVICE POLE, FENCE GATES, AND ANY OTHER SURFACE FEATURES AS MAY BE PRESENT.

B. THE CONTRACTOR IS ADVISED TO KEEP ACCURATE RECORDS DURING THE COURSE OF CONSTRUCTION ON ALL ITEMS OF WORK AND ESPECIALLY WITH REGARDS TO PIPE SIZE AND/OR MATERIAL TYPE CHANGES, LOCATIONS OF BENDS, ETC., THAT MAY BE DIFFICULT TO DETERMINE AT THE COMPLETION OF THE PROJECT. WRITTEN REFERENCES TO ABOVE GROUND FEATURES SHOULD BE NOTED FOR THESE TYPES OF ITEMS TO FACILITATE THE INCLUSION ON THE FINAL RECORD DRAWINGS.

UTILITY COMPANY AND KNOWN CONTACT

ELECTRIC, WATER, WASTEWATER - CITY OF NEWBERRY JAMIE JONES (352) 258-4486

TELEPHONE - AT&T FLORIDA/MOBILITY SHAUN PURVIS (407) 496-6259

FIBER - COX COMMUNICATIONS RANDY EHLERS (352) 363-7895

EXISTING LEGEND:

- 54.5 = CONTOUR ELEVATION
- = RIGHT OF WAY
- = OVERHEAD ELECTRIC LINE
- = 6' CHAINLINK FENCE
- = 6' WOOD BOARD FENCE
- = 4' FIELD WIRE FENCE
- = ASPHALT PAVEMENT
- = CONCRETE
- = EXISTING TO BE DEMOLISHED/REMOVED
- (R) = RECORD MEASUREMENT
- (F) = FIELD MEASUREMENT
- ID. = IDENTIFICATION
- N: = NORTHING
- E: = EASTING
- INV. = INVERT
- R/W = RIGHT-OF-WAY
- ORB = OFFICIAL RECORDS BOOK
- PVC = POLYVINYL CHLORIDE
- = (CMF) CONCRETE MONUMENT FOUND
- = (IPF) IRON PIPE FOUND
- = (IRCF) IRON ROD AND CAP FOUND
- = (IRCS) IRON ROD AND CAP SET
- = TELEPHONE PEDESTAL
- = SIGN "AS INDICATED"
- = WOOD LIGHT POLE
- = WITNESS - SEWER
- = MANHOLE, SANITARY
- = 4" CLEAN OUT
- = LATH SET ON PROPERTY LINE
- = SPOT ELEVATION
- = CEDAR
- = CYPRESS
- = HICKORY
- = OAK
- = PALM
- = PINE

PROPOSED LEGEND:

- = SILT FIBER
- SS = SANITARY SEWER SERVICE
- W = POTABLE WATER SERVICE
- 54.50 = SPOT GRADE
- 54.5 = CONTOUR ELEVATION
- = ASPHALT PAVEMENT
- = CONCRETE
- = PROPOSED LIGHT FIXURE LOCATION

Item #7.

Page 357

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C0.10 GENERAL ROADWAY AND UTILITY INSTALLATION NOTES.dwg PLOT DATE 8/19/2026 2:25 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

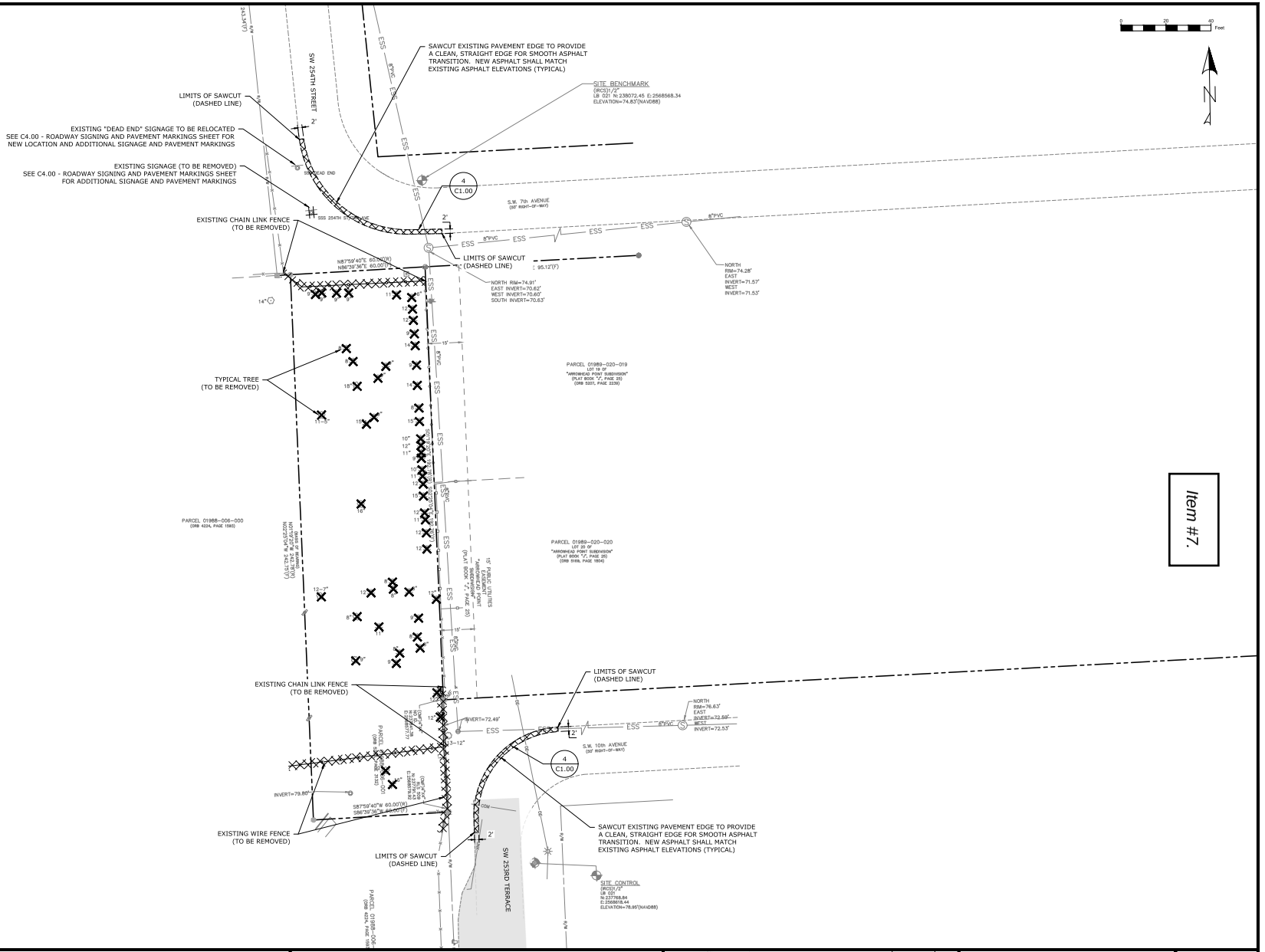
Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
GENERAL ROADWAY AND UTILITY INSTALLATION NOTES

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C0.10

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



Page 358

Item #7.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:

CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

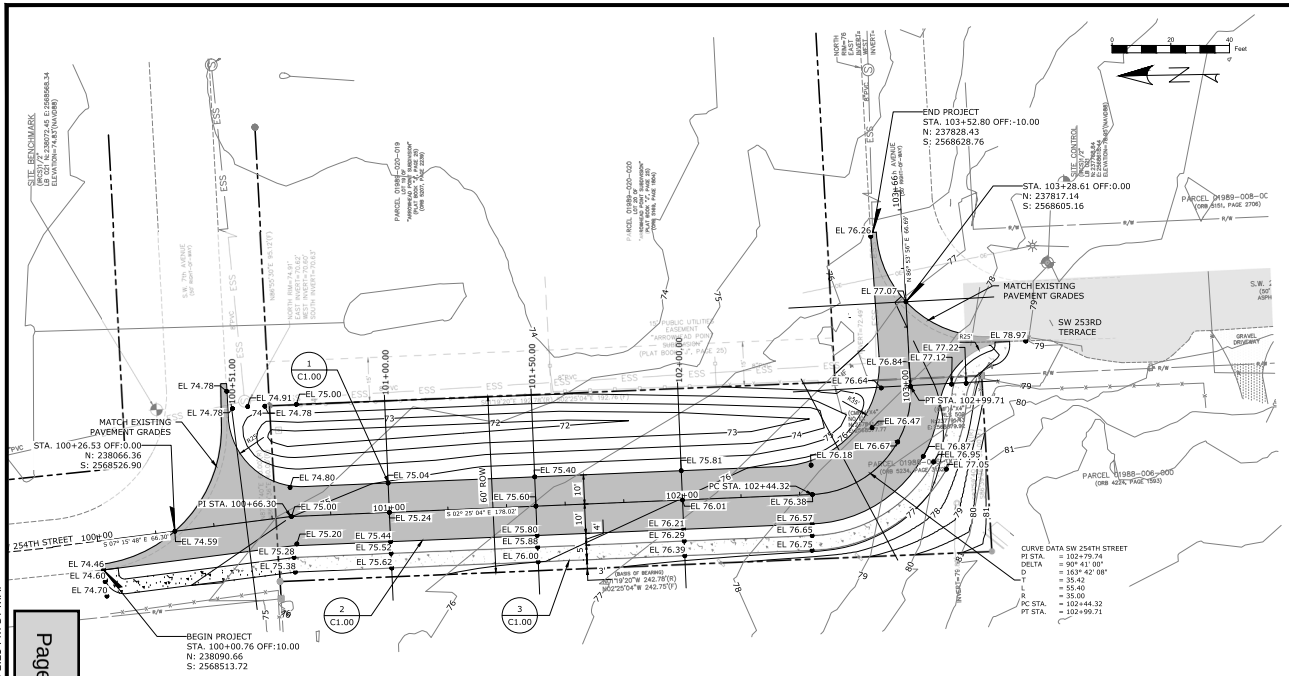
SHEET TITLE:

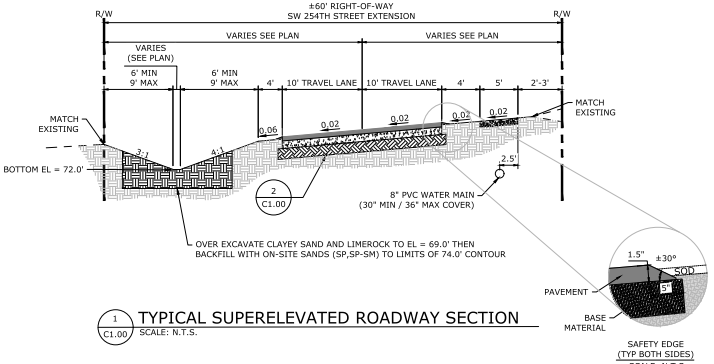
EXISTING CONDITIONS AND DEMOLITION PLAN

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C0.20

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C0.20 EXISTING CONDITIONS AND DEMOLITIONS PLAN.dwg PLOT DATE: 8/19/2026 2:25 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



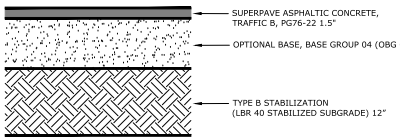


1 C1.00 TYPICAL SUPERELEVATED ROADWAY SECTION

SCALE: N.T.S.

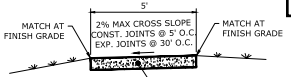
TYPICAL ROADWAY SECTION NOTES:

1. ALL COMPACTION SHALL BE LIMITED TO THE STATIC MODE ONLY (NO VIBRATORY COMPACTION), UNLESS OTHERWISE DIRECTED BY THE CITY OF NEWBERRY REPRESENTATIVE.
2. PROOF ROLL ROADWAY EMBANKMENT FOR SHOULDER WORK. ENSURE LIMITS ARE FIRM AND UNYIELDING.
3. SOD ALL DISTURBED AREAS.



2 C1.00 FULL DEPTH PAVEMENT SECTION

SCALE: N.T.S.

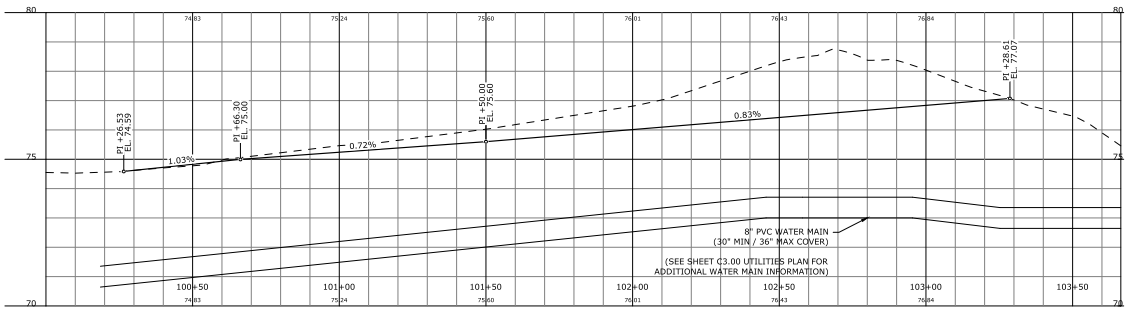


NOTES:

1. THE SIDEWALK SHALL BE CONSTRUCTED ON A CLEAN SAND SUB-BASE COMPACTED TO 95% MAX DENSITY.
2. SAWCUT CONTROL JOINTS SHALL BE CONSTRUCTED 5 FEET ON CENTER.
3. FULL DEPTH TRANSVERSE EXPANSION JOINTS WITH PREFORMED JOINT FILLER SHALL BE CONSTRUCTED AT 30' FEET ON CENTER.
4. CONSTRUCT PER FDOT STANDARD INDEX 522-001.

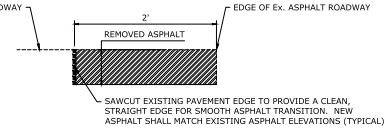
3 C1.00 TYPICAL SIDEWALK DETAIL

SCALE: N.T.S.



TRAFFIC DATA:

TWO-WAY =	250
GROWTH RATE =	0.50%
PERCENT TRUCKS =	0.50%
TOTAL ESALs (20-YEAR) =	4,594.43
TOTAL ESALs (1-YEAR) =	219
TRAFFIC LEVEL =	B
POSTED SPEED =	30 MPH
DESIGN SPEED =	30 MPH



4 C1.00 ASPHALT SAWCUTS AT PAVED ROADS

SCALE: N.T.S.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:

CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

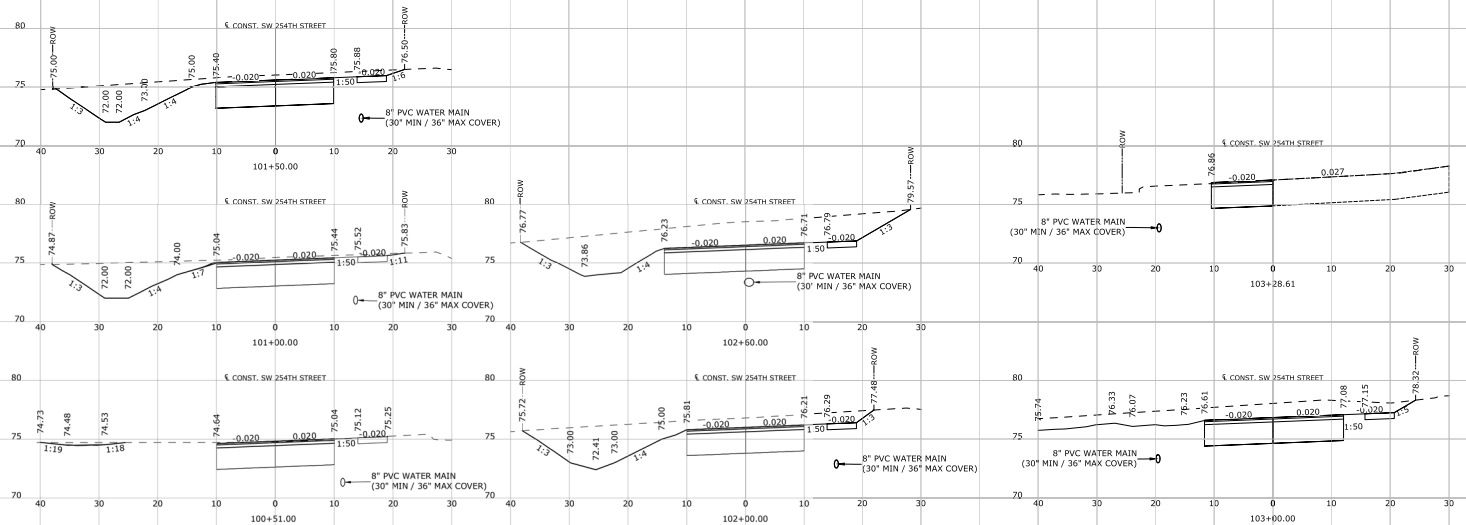
SHEET TITLE:

ROADWAY PLAN PROFILE SHEET

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C1.00

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C1.00 ROADWAY PLAN PROFILE SHEETS.dwg PLOT DATE 8/19/2026 2:25 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



SCALES:
1" = 10' Horizontal
1" = 2' Vertical

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

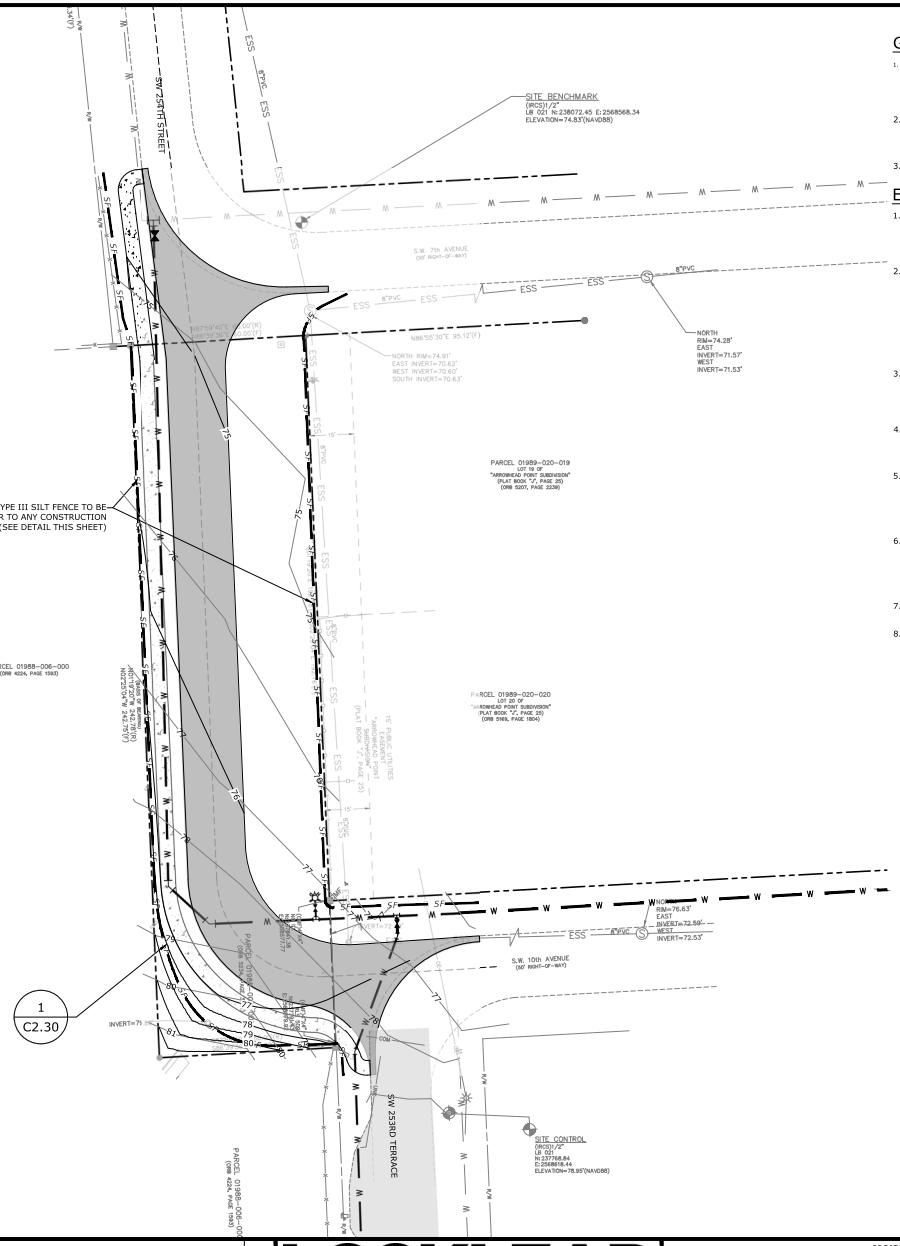
DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
ROADWAY CROSS SECTION AND DETAILS

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C2.10

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.10 ROADWAY CROSS SECTION AND DETAILS.dwg PLOT DATE: 8/19/2026 2:25 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

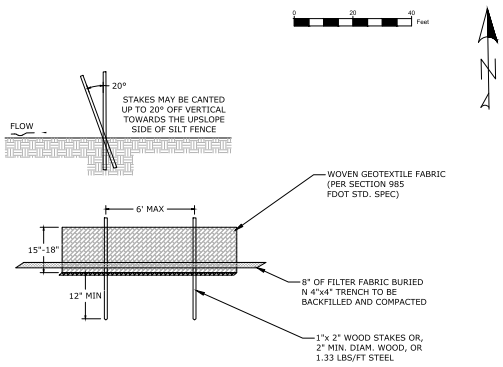


GENERAL NOTES

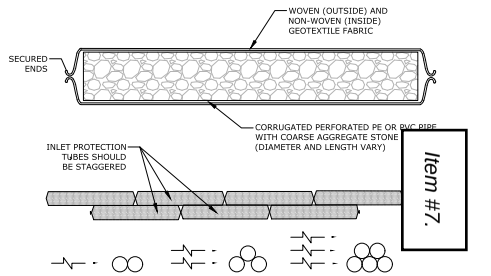
1. THE CONTRACTOR IS REQUIRED TO FOLLOW THE EROSION CONTROL PLAN FROM BEFORE CONSTRUCTION BEGINS UNTIL AS-BUILTS HAVE BEEN SUBMITTED. IF THE DESIGNED EROSION AND SEDIMENT CONTROL PLAN DOES NOT WORK OR BECOMES INEFFECTIVE, THE CONTRACTOR SHALL USE THE FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL TO IMPLEMENT CHANGES THAT WILL WORK.
2. CONTRACTOR IS REQUIRED TO PREVENT ANY SEDIMENT TRANSPORT FROM THE PROJECT SITE ONTO ADJACENT PROPERTY. INSTALLATION OF EITHER BALED HAY OR FABRIC FENCE TYPE SILT BARRIER IS ACCEPTABLE. THE BARRIER MUST REMAIN IN PLACE UNTIL UPLAND VEGETATION IS ESTABLISHED.
3. BEFORE REMOVING SILT BARRIER, CONTRACTOR SHALL COLLECT AND DISPOSE OF ANY ACCUMULATED SILT.

ENVIRONMENTAL NOTES:

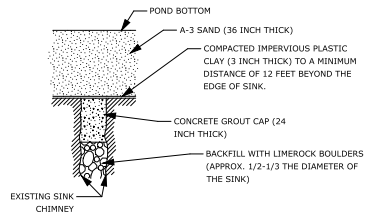
1. BEFORE COMMENCING CONSTRUCTION ADJACENT TO WATERS OF THE STATE OR WETLANDS JURISDICTIONAL AREAS, SILT BARRIERS OR TURBIDITY BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. SILT FENCING OR TURBIDITY BARRIERS SHALL BE CONSIDERED AS THE LIMITS OF CONSTRUCTION ADJACENT TO WATERS OF THE STATE OR WETLANDS JURISDICTIONAL AREAS.
2. STAKED OR FLOATING SILT SCREENS OR HAY BALES SHALL BE UTILIZED AS BARRIERS AT LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING WATER BODIES OR WETLAND AREAS. THESE BARRIERS SHALL BE INSTALLED BEFORE COMMENCING WITH ANY CONSTRUCTION ADJACENT TO WATERS OF THE STATE OR WETLANDS JURISDICTIONAL AREAS. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED BARRIERS AND FENCING SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION OF ALL SIDE SLOPES HAS BEEN ACHIEVED, BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND BEFORE FINAL ACCEPTANCE.
3. ALL WATER COLLECTED AND PUMPED DURING DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DOUBLE STAKED SYNTHETIC BALES. DISCHARGE LOCATIONS SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES. ANY DEWATERING DISCHARGES SHALL MEET STATE WATER QUALITY STANDARDS.
4. TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO WETLANDS. ADDITIONALLY, SILT BARRIERS AND FENCING SHALL CONTINUOUSLY AND FULLY ENCIRCLE ALL STOCKPILES WHICH WILL REMAIN FOR LONGER THAN 24 HOURS TO CONTAIN MATERIALS WITHIN A REASONABLY CONFINED AREA.
5. BANKS SHALL BE PROTECTED FROM EROSION OR COLLAPSE DURING CONSTRUCTION. BANK PROTECTION MATERIAL SHALL BE CAREFULLY PLACED FROM THE BANK AND NOT DUMPED FROM ABOVE IN AN UNCONTROLLED MANNER. SANDBAGS SHALL BE USED FOR PROTECTING THE BANKS. UPON COMPLETION OF CONSTRUCTION, BANKS SHALL BE RESTORED TO THEIR PRE-CONSTRUCTION CONFIGURATION AND PROTECTED FROM EROSION.
6. ALL DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF PAVEMENT OR VEGETATION. WATERING, APPLICATION OF CALCIUM CHLORIDE OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE EMANATION OF DUST FROM THE SITE. PERMANENT PAVEMENT, GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INCORPORATED AS SOON AS POSSIBLE.
7. THE CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT COORDINATING SUCH REMOVAL WITH THE ENGINEER.
8. CONTRACTOR IS RESPONSIBLE FOR COORDINATING VEGETATION REMOVAL WITH OWNER AND ENGINEER BEFORE CONSTRUCTION.



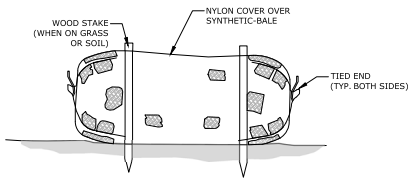
1 C2.30 TYPE III SILT FENCE



2 C2.30 TUBING SILT BARRIER



4 C2.30 SINKHOLE REPAIR DETAIL



1. USE SANDBAGS WHEN SYNTHETIC BALE IS TO BE USED ON AN EXISTING PAVED SURFACE

3 C2.30 SYNTHETIC BALE SILT BARRIER

Page 361

Item #7.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
STORMWATER POLLUTION PREVENTION PLAN

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C2.30

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.30 SWPP PLAN.dwg PLOT DATE 8/19/2026 2:25 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

1.0 SITE DESCRIPTION

NATURE OF CONSTRUCTION ACTIVITY:

CONSTRUCTION ACTIVITY CONSISTING OF ROADWORK AND SHOULDER WORK FOR SW 254TH STREET BEGINNING AT SW 7TH AVENUE TO THE INTERSECTION WITH SW 10TH AVENUE AND SW 253RD TERRACE A DISTANCE OF 290.48' FEET.

THE PROJECT IS WITHIN S04 T10S R17E.

MAJOR SOIL DISTURBING ACTIVITIES:

EARTHWORK FOR THE CONSTRUCTION OF ROADWAY AND DRAINAGE.

AREA ESTIMATES

TOTAL PROJECT AREA: +/-0.48 ACRES
TOTAL DISTURBED AREA: +/-0.48 ACRES

RUNOFF DATA:

PRE-CONSTRUCTION C = 0.15 THROUGH 0.95
DURING CONSTRUCTION C = 0.15 THROUGH 0.95
POST CONSTRUCTION C = 0.15 THROUGH 0.95

SITE MAP:

CONSTRUCTION PLANS WILL BE UTILIZED AS THE SITE MAP.

DRAINAGE PATTERNS:

EXISTING DRAINAGE CHARACTERISTICS WITHIN THE PROJECT INVOLVE SURFACE WATER SHEET FLOW, AND SHALLOW CONCENTRATED FLOW.

APPROXIMATE SLOPES:

SLOPES OF DRAINAGE AREAS VARY FROM 0.2% TO 25%.

AREAS OF SOIL DISTURBANCE:

EARTHWORK FOR THE CONSTRUCTION OF ROADWAY AND DRAINAGE WORK.

AREAS THAT MAY NOT BE DISTURBED:

AREAS OUTSIDE OF THE RIGHT-OF-WAY BEYOND THE PROPOSED PROJECT BOUNDARY ON PRIVATE PROPERTY MAY NOT BE DISTURBED. NO ADJACENT PROPERTIES ARE TO BE DISTURBED WITHOUT WRITTEN PERMISSION FOR ACTIVITIES FROM THE PROPERTY OWNERS.

LOCATION OF CONTROLS:

FILTER FABRIC BARRIERS (SILT FENCE) SHALL BE USED ADJACENT TO CONSTRUCTION AREAS ON FRONT SLOPE. INSTALLATION AND USE SHALL CONFORM TO FDOT STANDARD SPECIFICATION 104.

AREAS TO BE STABILIZED:

- ALL DISTURBED AREAS SHALL BE STABILIZED TO MINIMIZE EROSION TO SOILS AND DEPOSITION OF SEDIMENT.
- SWALES.

2.0 CONTROLS

IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT EROSION AND TURBIDITY CONTROLS. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBIDITY OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL STATE AND LOCAL EROSION AND SEDIMENT CONTROL STANDARDS AND AS REQUIRED TO MEET THE SEDIMENT AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES

1. STRAW BALE BARRIER: STRAW BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:

A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.
C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.
D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.

2. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:

A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.

B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.

3. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.

4. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL UP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.

5. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.

6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, ERODIBLE SOIL EXPOSED BY CLEARING GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 2.0 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREA WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.

7. INLET PROTECTION: INLETS AND CATCH BASINS WITH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 21 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS. SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.

9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 6 9/32 LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH OR HYDROMULCHED.

10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.

11. TEMPORARY REGRASSING: IF AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTACHED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.

14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED, THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SODDED.

15. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED UNLESS CALLED OUT TO BE SODDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION/RETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM DRAINS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

17. ALL CONTROL STRUCTURE AND OUTFALL CULVERT INSTALLATIONS SHALL BE PROTECTED WITH SEDIMENT BARRIERS AT A MINIMUM.

STRUCTURAL PRACTICES

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY.

2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP IS USUALLY INSTALLED IN AN DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA.THE SEDIMENT TRAP MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE.

3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE VELOCITY OF FLOW AT DESIGN CAPACITY OF THE OUTLET WILL EXCEED THE PERMISSIBLE VELOCITY OF THE RECEIVING CHANNEL OR AREA.

4. SEDIMENT BASIN: SEDIMENT BASIN WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3530 CU FT OF STORAGE PER 1 ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE. THE 3530 CU FT OF STORAGE AREA PER 1 ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION AND RESTORED TO DESIGN STORAGE CAPACITY BEFORE FINAL BUY OFF OF PROJECT.

STORM WATER MANAGEMENT

THE SWPPP SHALL BE IMPLEMENTED PRIOR TO ANY CONSTRUCTION ACTIVITIES.

OTHER CONTROLS

WASTE DISPOSAL:

THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZER, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER. NO SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS SHALL BE DISCHARGED TO WETLANDS OR SURFACE WATERS.

OFF-SITE VEHICLE TRACKING:

LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL.

STATE OR LOCAL REGULATIONS:

THE CONTRACTOR WILL ADHERE TO ALL STATE AND LOCAL REGULATIONS.

APPLICATION OF FERTILIZERS AND PESTICIDES:

FERTILIZER AND SOIL STERILIZERS SHALL NOT BE USED ON THIS PROJECT.

TOXIC SUBSTANCES:

PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE AND DISPOSAL OF THESE SUBSTANCES.

3.0 MAINTENANCE

PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION.

4.0 INSPECTION

PROVIDE THE ENGINEER WITH A MINIMUM OF 24 HOUR NOTICE PRIOR TO THE WEEKLY EROSION CONTROL INSPECTION REQUIRED BY FDOT SPECIFICATION 104-7.1

INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE.

5.0 NON-STORMWATER DISCHARGES

OBTAINING ALL DEWATERING PERMITS, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES, DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.31 SWPP NOTES.dwg PLOT DATE 8/19/2026 2:25 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
STORMWATER POLLUTION PREVENTION NOTES

PROJECT NO.: 41000-675-25
SCALE: AS SHOWN
DATE: MAY 2026
DRAWING: C2.31

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20

Financial Project # _____

CONTRACT # _____

S.R. # _____

Page ____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STORMWATER POLLUTION PREVENTION PLAN
CONSTRUCTION INSPECTION REPORT
(Weekly and within 24 hrs. of the end of a storm that is 0.50 in. or greater)

Date of Rainfall _____
Amount Recorded _____

650-040-03
CONSTRUCTION
05/11

COMPANY NAME

INSPECTION DATE

FDEP Permit #

Location of Control Measure	Approximate Stations From	Approximate Stations To	Lt. Or Rt. Of Centerline	Act ive Work Zone= A Inactive Work Zone= I	Date Last Disturbed	Date of Stabilization	Control Measures (Use Codes Below)	Current Condition (Use Codes Below)	Corrective Action or Remarks

y under penalty of law that this document and all attachments were red under my direction or supervision in accordance with a system ned to assure that qualified personnel properly gathered and ated the information submitted. Based on my inquiry of the person sons who manage the system, or those persons directly nsible for gathering the information, the information submitted is, to st of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

All maintenance operations needed to assure proper operation of all controls, BMPs, practices, or measures identified in the Stormwater Pollution Prevention Plan shall be done in a timely manner, but in no case later than 7 calendar days following the inspection. The signature below also shall certify that this facility is in compliance with the Stormwater Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

_____
Name (Responsible Authority)

_____
Date Signed

CONTROL MEASURE CODES

1. Temporary Grassing
2. Permanent Plant, Sod, or Seed
3. Temporary Mulching
4. Artificial Covering
5. Buffer Zone
6. Silt Fence
7. Synthetic Bales
8. Sand Bagging
9. Berms
10. Diversion, Interceptor, or Perimeter Ditches
11. Flumes
12. Pipe Slope Drain
13. Ditch Liner
14. Rock Bed at Construction Exit
15. Timber Mat or Construction Exit
16. Rip Rap
17. Sediment Trap
18. Sediment Basin
19. Storm Inlet Sediment Trap
20. Stone Outlet Structure
21. Curbs and Gutters
22. Storm Sewers
23. Velocity Control Devices
24. Turbidity Barrier
25. Haul Roads Dampened for Dust Control
26. Cleanup of Possible Contamination
27. Excess Dirt Removed from Rdwy Daily
28. Geotextile
29. Filter Fabric
30. Rock Bags
31. Paved Road
32. Swale
33. Retention Pond
34. Detention Pond
35. Tree Protection
36. _____
37. _____

CONDITION CODES

U Upgrade Needed
R Replacement Needed
M Maintenance Needed
C Cleaning Needed
I Increase Measures
S Stable (no action)

Other: _____

Other: _____

Inspector: _____

Signature: _____ Date Certified: _____

Certification #: _____
(or other qualifications as described in Part II #12 of the permit)

Financial Project # _____

CONTRACT # _____

S.R. # _____

Page ____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STORMWATER POLLUTION PREVENTION PLAN
CONSTRUCTION INSPECTION REPORT
(Weekly and within 24 hrs. of the end of a storm that is 0.50 in. or greater)

Date of Rainfall _____
Amount Recorded _____

650-040-03
CONSTRUCTION
05/11

COMPANY NAME

INSPECTION DATE

FDEP Permit #

Location of Control Measure	Approximate Stations From	Approximate Stations To	Lt. Or Rt. Of Centerline	Act ive Work Zone= A Inactive Work Zone= I	Date Last Disturbed	Date of Stabilization	Control Measures (Use Codes Below)	Current Condition (Use Codes Below)	Corrective Action or Remarks

Item #7.

Page 363

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C2.32 SWPP CONTRACTORS CERTIFICATIONS.dwg PLOT DATE 8/19/2026 2:25 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

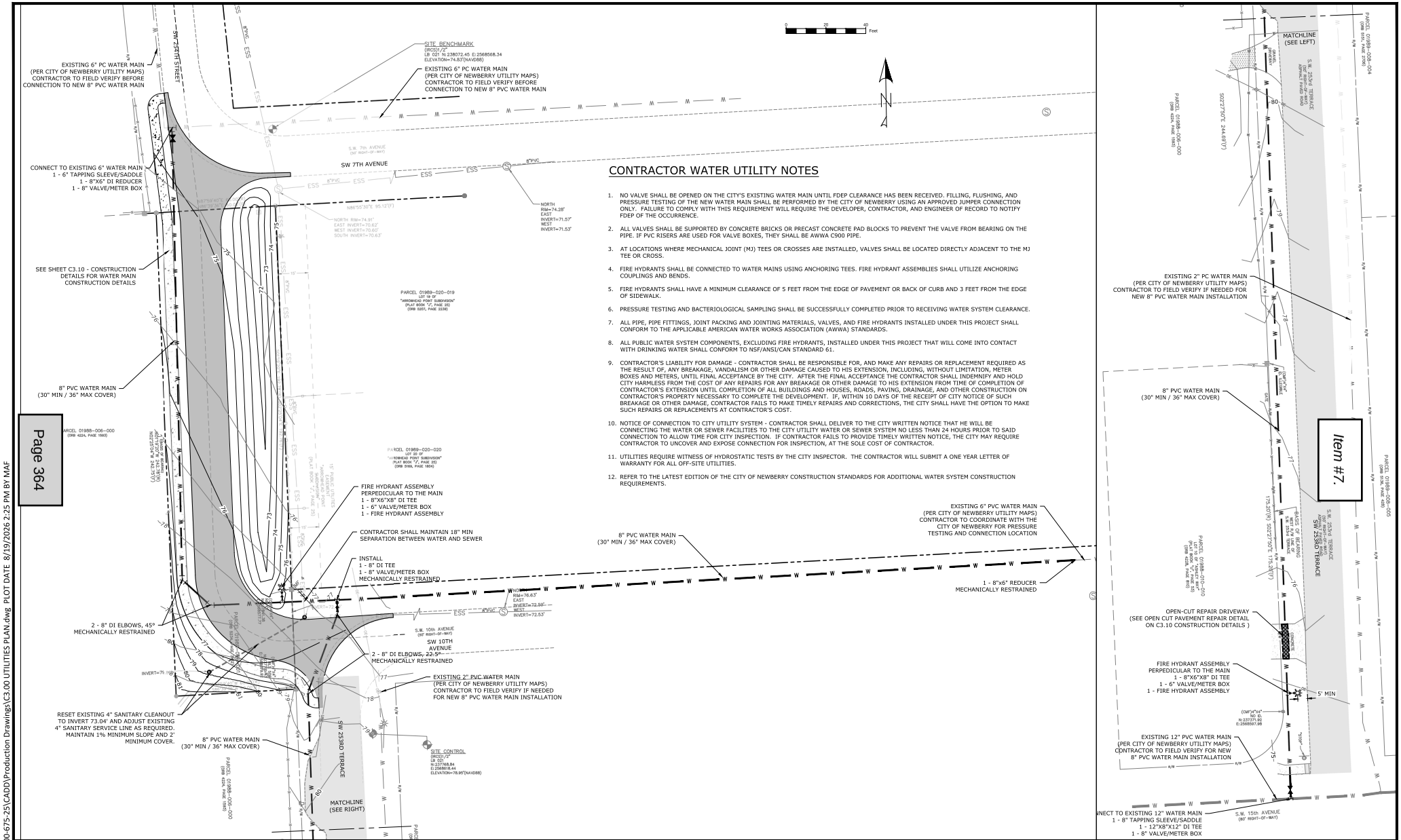
Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
STORMWATER POLLUTION PREVENTION CONCTRACTORS CERTS

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C2.32

Docusign Envelope ID: S0DF5E64-C6EE-8418-8009-C0C57C2E0A20



CONTRACTOR WATER UTILITY NOTES

1. NO VALVE SHALL BE OPENED ON THE CITY'S EXISTING WATER MAIN UNTIL FDEP CLEARANCE HAS BEEN RECEIVED. FILLING, FLUSHING, AND PRESSURE TESTING OF THE NEW WATER MAIN SHALL BE PERFORMED BY THE CITY OF NEWBERRY USING AN APPROVED JUMPER CONNECTION ONLY. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL REQUIRE THE DEVELOPER, CONTRACTOR, AND ENGINEER OF RECORD TO NOTIFY FDEP OF THE OCCURRENCE.
2. ALL VALVES SHALL BE SUPPORTED BY CONCRETE BRICKS OR PRECAST CONCRETE PAD BLOCKS TO PREVENT THE VALVE FROM BEARING ON THE PIPE. IF PVC RISERS ARE USED FOR VALVE BOXES, THEY SHALL BE AWWA C900 PIPE.
3. AT LOCATIONS WHERE MECHANICAL JOINT (MJ) TEES OR CROSSES ARE INSTALLED, VALVES SHALL BE LOCATED DIRECTLY ADJACENT TO THE MJ TEE OR CROSS.
4. FIRE HYDRANTS SHALL BE CONNECTED TO WATER MAINS USING ANCHORING TEES. FIRE HYDRANT ASSEMBLIES SHALL UTILIZE ANCHORING COUPLINGS AND BENDS.
5. FIRE HYDRANTS SHALL HAVE A MINIMUM CLEARANCE OF 5 FEET FROM THE EDGE OF PAVEMENT OR BACK OF CURB AND 3 FEET FROM THE EDGE OF SIDEWALK.
6. PRESSURE TESTING AND BACTERIOLOGICAL SAMPLING SHALL BE SUCCESSFULLY COMPLETED PRIOR TO RECEIVING WATER SYSTEM CLEARANCE.
7. ALL PIPE, PIPE FITTINGS, JOINT PACKING AND JOINTING MATERIALS, VALVES, AND FIRE HYDRANTS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO THE APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
8. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, INSTALLED UNDER THIS PROJECT THAT WILL COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF/ANSI/CAN STANDARD 61.
9. CONTRACTOR'S LIABILITY FOR DAMAGE - CONTRACTOR SHALL BE RESPONSIBLE FOR, AND MAKE ANY REPAIRS OR REPLACEMENT REQUIRED AS THE RESULT OF, ANY BREAKAGE, VANDALISM OR OTHER DAMAGE CAUSED TO HIS EXTENSION, INCLUDING, WITHOUT LIMITATION, METER BOXES AND METERS, UNTIL FINAL ACCEPTANCE BY THE CITY. AFTER THE FINAL ACCEPTANCE THE CONTRACTOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM THE COST OF ANY REPAIRS FOR ANY BREAKAGE OR OTHER DAMAGE TO HIS EXTENSION FROM TIME OF COMPLETION OF CONTRACTOR'S EXTENSION UNTIL COMPLETION OF ALL BUILDINGS AND HOUSES, ROADS, PAVING, DRAINAGE, AND OTHER CONSTRUCTION ON CONTRACTOR'S PROPERTY NECESSARY TO COMPLETE THE DEVELOPMENT. IF, WITHIN 10 DAYS OF THE RECEIPT OF CITY NOTICE OF SUCH BREAKAGE OR OTHER DAMAGE, CONTRACTOR FAILS TO MAKE TIMELY REPAIRS AND CORRECTIONS, THE CITY SHALL HAVE THE OPTION TO MAKE SUCH REPAIRS OR REPLACEMENTS AT CONTRACTOR'S COST.
10. NOTICE OF CONNECTION TO CITY UTILITY SYSTEM - CONTRACTOR SHALL DELIVER TO THE CITY WRITTEN NOTICE THAT HE WILL BE CONNECTING THE WATER OR SEWER FACILITIES TO THE CITY UTILITY WATER OR SEWER SYSTEM NO LESS THAN 24 HOURS PRIOR TO SAID CONNECTION TO ALLOW TIME FOR CITY INSPECTION. IF CONTRACTOR FAILS TO PROVIDE TIMELY WRITTEN NOTICE, THE CITY MAY REQUIRE CONTRACTOR TO UNCOVER AND EXPOSE CONNECTION FOR INSPECTION, AT THE SOLE COST OF CONTRACTOR.
11. UTILITIES REQUIRE WITNESS OF HYDROSTATIC TESTS BY THE CITY INSPECTOR. THE CONTRACTOR WILL SUBMIT A ONE YEAR LETTER OF WARRANTY FOR ALL OFF-SITE UTILITIES.
12. REFER TO THE LATEST EDITION OF THE CITY OF NEWBERRY CONSTRUCTION STANDARDS FOR ADDITIONAL WATER SYSTEM CONSTRUCTION REQUIREMENTS.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

LISA J. BAKER LICENSE No. 74652 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LISA J. BAKER ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Lisa J. Baker PE 74652

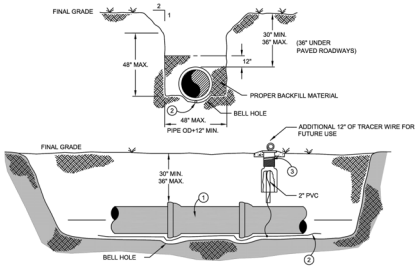
DESIGNED	LJB
CHECKED	JDL
DRAWN	MAF
APPROVED	LJB

SHEET TITLE:
UTILITIES PLAN

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C3.00

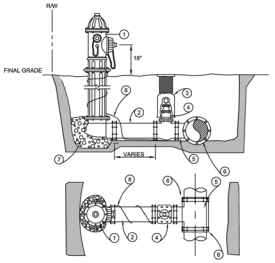
P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C3.00 UTILITIES PLAN.dwg PLOT DATE 8/19/2026 2:25 PM BY MAF

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20



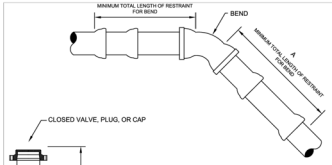
MATERIALS	
ITEM	DESCRIPTION
1	WATER MAIN PIPE
2	TRACER WIRE, BLUE, #10 AWG
3	VALVE BOX

NOTES:
1. PLASTIC PIPE SHALL REQUIRE AN INSULATED COPPER WIRE TAPED EVERY 10 FEET ON THE BOTTOM OF THE PIPE AND WRAPPED AROUND EACH FIRE HYDRANT AT FINAL GRADE. THE WIRE SHALL BE CONTINUOUS AND ALL SPLICES REQUIRE TRACER-LOCK PART #TL-LUG-SS CONNECTORS. TRACER WIRE SHALL CONTINUE ACROSS DIP SECTIONS OF PIPE, SUCH AS AT ROAD CROSSINGS.
2. DEPTH OF PIPE MAY BE FIELD ADJUSTED TO MEET SPECIAL CONDITIONS AS DETERMINED BY GRU ENGINEER OR INSPECTOR. PIPE INSTALLED WITH LESS THAN 30" OR GREATER THAN 36" OF COVER SHALL BE DIP.
3. VALVE BOX SHALL BE INSTALLED AT MAXIMUM 500 FT. INTERVALS FOR ACCESS FOR CONNECTION AND TESTING OF TRACER WIRE. COIL 12" OF TRACER WIRE INSIDE TOP OF VALVE BOX.



FIRE HYDRANT PERPENDICULAR TO THE MAIN

MATERIALS	
ITEM	DESCRIPTION
1	FIRE HYDRANT
2	ANCHOR COUPLING (RESTRAINED DIP FOR LONGER LENGTHS)
3	VALVE BOX, C.I.
4	GATE VALVE
5	ANCHOR TEE
6	MEGALUG - EBAA OR APPROVED EQUAL
7	GRAVEL DRAIN BED
8	TRACER WIRE, COPPER, BLUE INSULATED, #10 AWG



NOTE: THIS TABLES IS FOR DIP ONLY; SEE NOTES BELOW FOR PVC

RESTRAIN "A" (LF)									
FITTING	4"	6"	8"	12"	16"	20"	24"	30"	36"
VALVE OR DEAD END	42	58	75	104	131	157	181	213	243
90° BEND	24	33	42	58	72	85	97	112	126
45°/OFFSET	10	14	18	24	30	35	40	47	53
22½° BEND	5	7	9	12	15	17	20	23	26
11¼° BEND	3	4	5	6	8	9	10	12	13

A=MINIMUM FOOTAGE OF PIPE TO BE RESTRAINED.

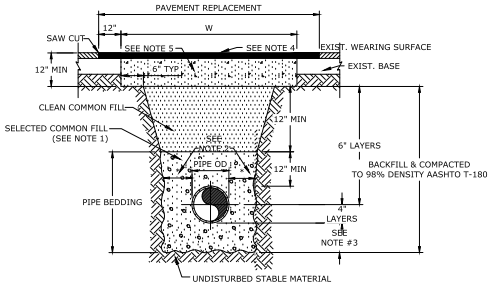
NOTES:
1. THIS TABLE IS BASED ON THE RESTRAINT CALCULATION SOFTWARE PROVIDED FREE OF CHARGE BY EBAA IRON INC. AT http://www.ebaa.com/engineering.htm AND THE FOLLOWING INPUT VARIABLES:
   A. MAXIMUM TEST PRESSURE OF 150 PSI
   B. LAYING CONDITION TYPE 3 (SEE DETAILS ON PAGE W-3.0)
   C. POOR SOIL CONDITIONS (SOIL TYPE ML)
   D. USING D.I.P.
   E. 2 FEET OF COVER (NOTE: 2.5 TO 3 FEET OF COVER REQUIRED BY GRU)
   F. HORIZONTAL BENDS ONLY - ENGINEER TO SUBMIT CALCULATIONS FOR VERTICAL RESTRAINTS
   G. SAFETY FACTOR = 1.5 TO 1
2. FOR POLYWRAPPED D.I.P., MULTIPLY THE FOOTAGE BY 1.50
3. FOR PVC PIPE DIMENSIONS SEE PAGE W-2.8.1
4. RESTRAINED PIPE SHALL BE MANUFACTURED RESTRAINED PIPE, PUSH-ON RESTRAINTS OR MECHANICAL RESTRAINTS.
5. ANY ADDITIONAL VALVES OR FITTINGS WITHIN THE RESTRAINED SECTION SHALL BE RESTRAINED ACCORDING TO THE LONGER DIMENSION.

NOTE: THESE TABLES ARE FOR PVC PIPE ONLY; SEE W-2.8 OR W-2.9 FOR DIP.

RESTRAIN (LF)								
FITTING SIZE	4"	6"	8"	12"	16"	20"	24"	30"	36"
VALVE OR DEAD END	57	78	101	140	176	211	243	286	326
90° BEND	33	45	57	78	97	114	130	150	169
45°/OFFSET	14	19	24	33	41	47	54	63	71
22½° BEND	7	10	12	16	20	23	27	31	35
11¼° BEND	4	6	7	8	11	12	14	16	18

FITTING SIZE	RESTRAIN (LF) REDUCER "B"
6x4	40
8x4	72
8x6	43
12x4	121
12x6	102
12x8	75
16x6	149
16x8	129
16x12	76
20x6	189
20x8	174
20x12	133
20x16	74
24x6	225
24x8	213
24x12	180
24x16	133
24x20	72

FITTING SIZE	RESTRAIN (LF) REDUCER "B"
30x6	272
30x8	263
30x12	238
30x16	201
30x20	156
30x24	101
36x6	315
36x8	307
36x12	287
36x16	259
36x20	223
36x24	179
36x30	100



OPEN CUT PAVEMENT REPAIR DETAIL

N.T.S.

NOTES:

1.) USE OF TYPE A-2 AND A-3 PIPE BEDDING TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

2.) 10" MAX. FOR PIPE DIAMETER LESS THAN 24"

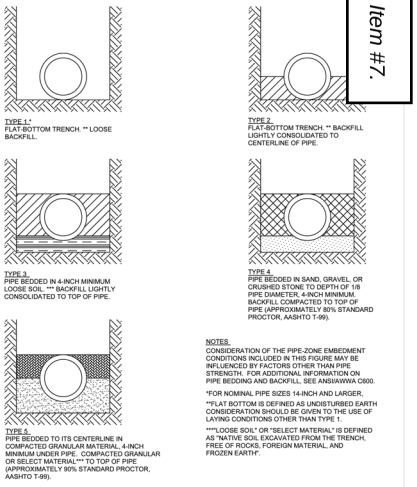
3.) 4" MAX. FOR PIPE 15" DIAMETER AND LESS

4.) WEARING SURFACE TO BE SAME TYPE & THICKNESS (1 1/2" MIN.) AS EXISTING PAVEMENT.

5.) BASE MATERIAL SHALL BE D.O.T. NO. 57, LIMEROCK, SHELL OR APPROVED EQUAL.

6.) BACKFILL AASHTO M-145 SHALL BE PLACED IN LAYERS NOT TO EXCEED 6 INCHES. EACH LAYER SHALL BE THOROUGHLY TAMPED AND/OR ROLLED TO 98% AASHTO T-180 DENSITY.

7.) TEMPORARY PATCHES WILL BE MAINTAINED SO AS TO PROVIDE A SMOOTH ALL WEATHER SURFACE AT ALL TIME. PERMANENT PATCH TO BE MADE AS SOON AS POSSIBLE.



P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C3.10 CONSTRUCTION DETAILS.dwg PLOT DATE: 8/19/2026 2:25 PM BY MAF

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

LISA J. BAKER LICENSE No. 74652 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LISA J. BAKER ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

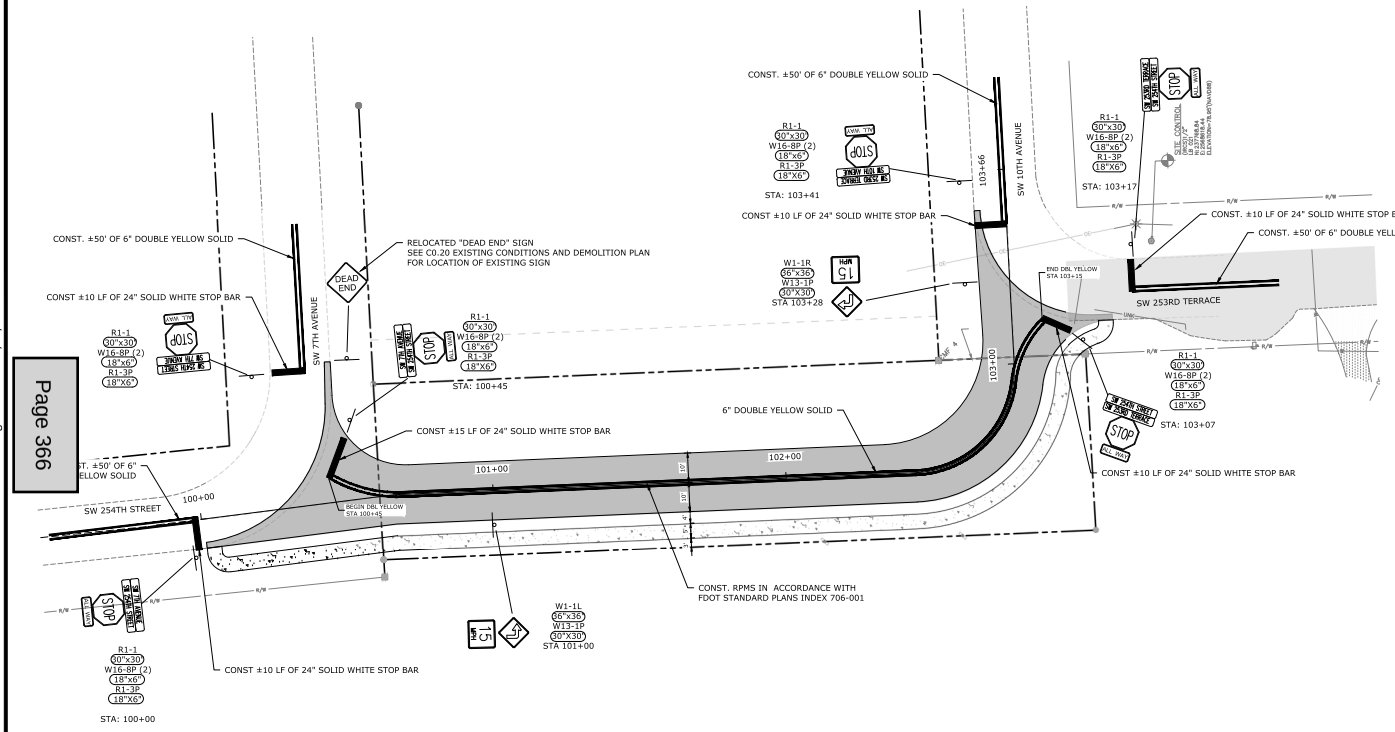
Lisa J. Baker PE 74652

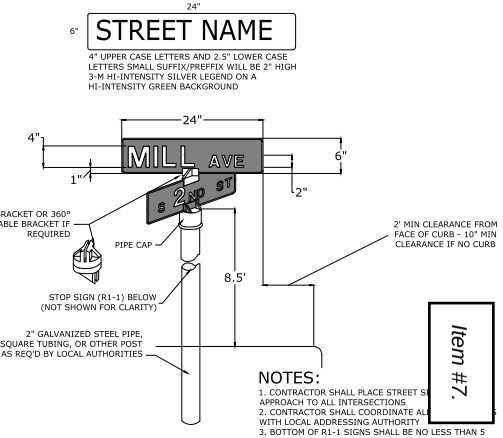
DESIGNED	LJB
CHECKED	JDL
DRAWN	MAF
APPROVED	LJB

SHEET TITLE:
CONSTRUCTION DETAILS

PROJECT NO.:	41000-675-25
SCALE:	AS SHOWN
DATE:	MAY 2026
DRAWING:	C3.10

Docusign Envelope ID: 50DF5E64-C6EE-8418-8009-C0C57C2E0A20





1 C4.00 STREET SIGNAL DETAIL
SCALE: N.T.S.

SIGNING AND PAVEMENT MARKING NOTES

1. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.

2. ALL DIRECTIONAL ARROWS AND LETTERS FOR PAVEMENT MESSAGES SHALL BE PLACED AS ONE SEGMENT.

3. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS ARE TO BE REMOVED UNLESS NOTED OTHERWISE IN THE PLANS.

4. CONSTRUCT PAVEMENT MARKINGS AND RPM'S IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 706-001 AND 711-001.

5. CONTRACTOR SHALL INSTALL TWO STREET NAME PANELS ON EACH R1-1 STOP SIGN ACCORDING TO DETAIL BELOW UNLESS NOTED OTHERWISE IN THE PLANS.

NO.	DATE	REVISION DESCRIPTION	BY

LOCKLEAR
210 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
Phone: 352.672.6867 Fax: 352.692.5390
Certificate of Authorization No. 30066

PROJECT TITLE:
CITY OF NEWBERRY SW 254TH STREET EXTENSION
NEWBERRY, ALACHUA COUNTY, FLORIDA

MATTHEW C. HERRMANN LICENSE No. 57146 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW C. HERRMANN ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

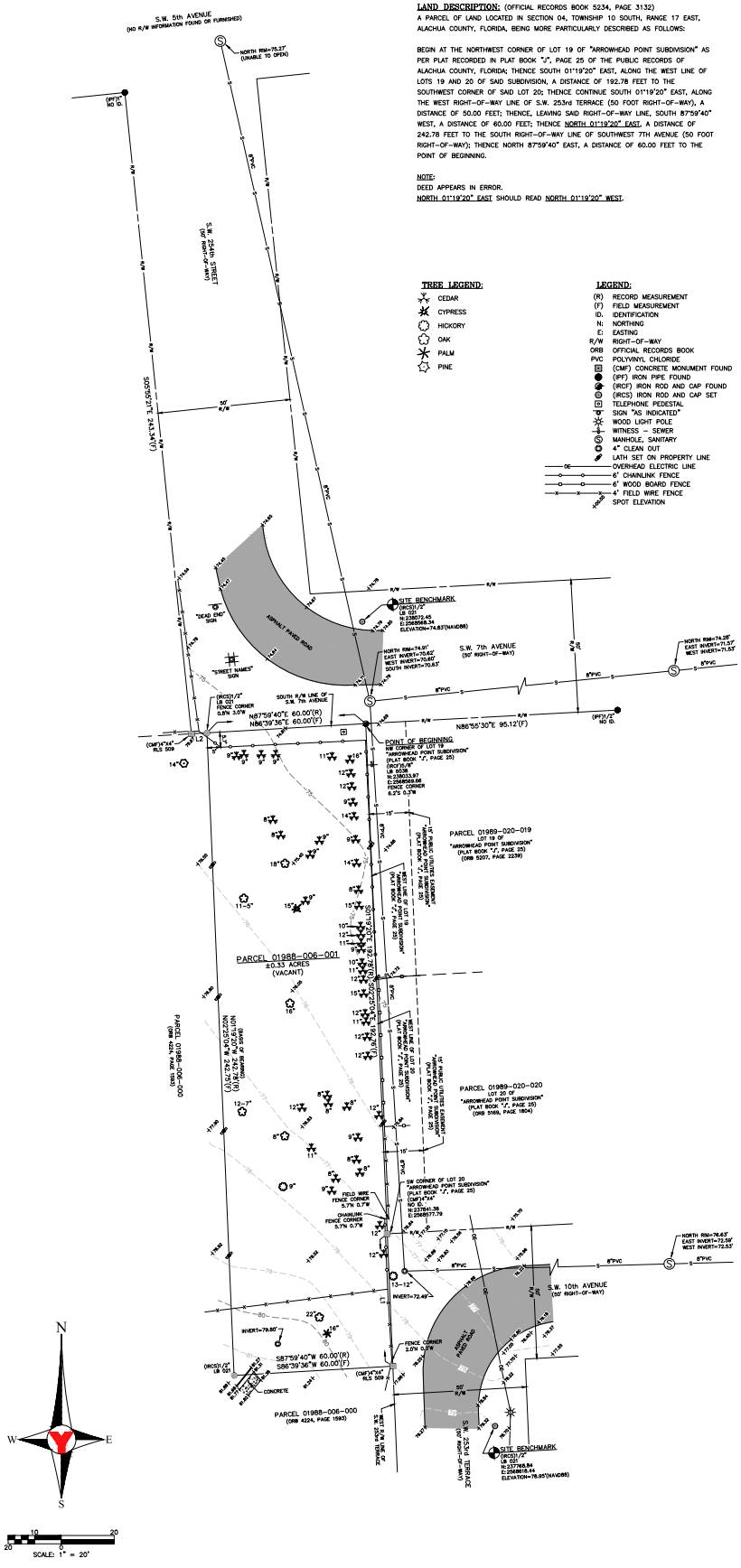
Matthew C. Herrmann, PE # 57146

DESIGNED	MCH
CHECKED	LJB
DRAWN	MAF
APPROVED	MCH

SHEET TITLE:
ROADWAY SIGNING AND PAVEMENT MARKINGS SHEET

PROJECT NO.: 41000-675-25
SCALE: AS SHOWN
DATE: MAY 2026
DRAWING: C4.00

P:\Civil 3D Projects\41000-675-25\CADD\Production Drawings\C4.00 ROADWAY SIGNING AND PAVEMENT MARKINGS SHEETS.dwg PLOT DATE: 8/19/2026 2:25 PM BY MAF



LAND DESCRIPTION: (OFFICIAL RECORDS BOOK 5234, PAGE 3132)
A PARCEL OF LAND LOCATED IN SECTION 04, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 19 OF "ARROWHEAD POINT SUBDIVISION" AS PER PLAT RECORDED IN PLAT BOOK "J", PAGE 25 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°19'20" EAST, ALONG THE WEST LINE OF LOTS 19 AND 20 OF SAID SUBDIVISION, A DISTANCE OF 192.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE CONTINUE SOUTH 01°19'20" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF S.W. 253rd TERRACE (50 FOOT RIGHT-OF-WAY), A DISTANCE OF 50.00 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 87°59'40" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 01°19'20" EAST, A DISTANCE OF 242.78 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST 7TH AVENUE (50 FOOT RIGHT-OF-WAY); THENCE NORTH 87°59'40" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

NOTE:
DEED APPEARS IN ERROR.
NORTH 01°19'20" EAST SHOULD READ NORTH 01°19'20" WEST.

TREE LEGEND:
- CEDAR
- CYPRESS
- HICKORY
- OAK
- PALM
- PINE

LEGEND:
- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- ID. IDENTIFICATION
- N: NORTHING
- E: EASTING
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK
- PVC POLYVINYL CHLORIDE
- (CMF) CONCRETE MONUMENT FOUND
- (PPF) IRON PIPE FOUND
- (IRCF) IRON ROD AND CAP FOUND
- (IRCS) IRON ROD AND CAP SET
- TELEPHONE PEDESTAL
- SIGN "AS INDICATED"
- WOOD LIGHT POLE
- WITNESS - SEWER
- MANHOLE; SANITARY
- 4" CLEAN OUT
- LATH SET ON PROPERTY LINE
- OVERHEAD ELECTRIC LINE
- 6' CHAINLINK FENCE
- 6' WOOD BOARD FENCE
- 4' FIELD WIRE FENCE
- SPOT ELEVATION

SURVEYOR'S NOTES:

1. THIS SURVEY IS A GRAPHIC DEPICTION OF THE CURRENT BOUNDARY AND VISIBLE IMPROVEMENTS IN ACCORDANCE WITH THE LEGAL DESCRIPTION SHOWN HEREON AND MAY NOT REFLECT OWNERSHIP.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON THAT MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THE UNDERSIGNED HAS NOT PERFORMED AN INDEPENDENT SEARCH FOR ADDITIONAL RECORDS.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 20' OR SMALLER.
4. THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS; THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
5. "CERTIFICATION" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
6. THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE F. YOUNG, INC. AND THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
7. UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEDIUM OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF GEORGE F. YOUNG, INC. AND THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THIS SURVEY IS VALID AS TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE.
10. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
11. BEARINGS AND COORDINATES SHOWN ON THIS MAP ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, AS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE SHOWN IN U.S. SURVEY FEET. CONTROL FOR THIS SURVEY WAS ESTABLISHED USING REAL TIME KINEMATIC-GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS WITH CORRECTION SIGNALS PROVIDED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK. THE WEST BOUNDARY OF THE HEREON DESCRIBED PROPERTY BEARS NORTH 02°25'04" WEST.
12. ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ELEVATIONS WERE DERIVED FROM REAL TIME KINEMATIC-GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS. CORRECTION SIGNALS FOR THIS SURVEY WERE PROVIDED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK, WITH SUBSEQUENT CHECKS TO FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) CONTROL MONUMENT POINT NAME "2603007HV" WITH A PUBLISHED ELEVATION OF 85.61 FEET (NAVD88) AND FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) CONTROL MONUMENT POINT NAME "2607025HV2" WITH A PUBLISHED ELEVATION OF 75.00 FEET (NAVD88).
13. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOWN HEREON.
14. NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.
15. THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES. NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS, OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
16. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
17. GROSS LAND AREA IS 0.33 ACRES MORE OR LESS.
18. UNDERGROUND UTILITIES SHOWN ARE BASED ON ABOVE-GROUND EVIDENCE AND SURFACE MARKING FOUND DURING THIS SURVEY. THERE MAY BE OTHER UNDERGROUND INSTALLATIONS WITHIN OR NEAR THE SUBJECT PROPERTY WHICH WERE NOT LOCATED AND ARE NOT SHOWN. UTILITIES SHOWN HEREON ARE NOT TO BE USED FOR CONSTRUCTION AND DO NOT NECESSARILY INDICATE AVAILABILITY.
19. FORTY-EIGHT (48) HOURS BEFORE DIGGING, BORING, PILE-DRIVING, PLANTING, ETC. NOTIFY SUNSHINE 811 BY CALLING 811 SO THAT UNDERGROUND UTILITIES MAY BE FIELD SPOTTED.
20. IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12001C0265D (PANEL NOT PRINTED), THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
21. ALL TREE SPECIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT MAY BE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.
22. GEORGE F. YOUNG, INC. AND THE UNDERSIGNED MAKE NO REPRESENTATIONS OR GUARANTEES PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET BACK LINES, RESERVATIONS AND/OR AGREEMENTS.
23. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

UNDERGROUND UTILITY NOTE:
THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN WERE BASED ON ABOVE GROUND FIXTURES, EASILY RECOGNIZABLE FEATURES, AND UTILITY COMPANY MAPS AVAILABLE TO THE SURVEYOR. UNLESS NOTED OTHERWISE ON THE GRAPHIC PORTION OF THIS SURVEY, NO UTILITIES WERE UNCOVERED TO VERIFY THEIR LOCATION.

NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED BY THE SURVEYOR THAT THE LOCATIONS SHOWN REPRESENT THE ACTUAL LOCATIONS OF THOSE UTILITIES, THE UTILITY TYPE, OR THAT NO OTHER UTILITIES EXIST ON THE SITE.

PRIOR TO THE DESIGN OF UTILITY CONNECTIONS, THE PROPOSED CONNECTION POINTS SHOULD BE EXCAVATED AS NECESSARY TO CONFIRM THEIR EXACT LOCATION, DEPTH AND CHARACTERISTICS.

IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 556, PRIOR TO ANY EXCAVATION, THE EXCAVATOR SHOULD CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770.

*INDIVIDUAL LOTS SANITARY LATERALS AND WATER SERVICE LINES AND IRRIGATION SYSTEMS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

LINE TABLE	
LINE #	LINE DIRECTION AND LENGTH
L1	S01°19'20"E 50.00'(R) S02°25'04"E 50.00'(F)
L2	N86°39'36"E 5.88'(F)

SHEET NO. 1 OF 1

2502540005

JOB NO.

BOUNDARY AND TOPOGRAPHIC SURVEY

PARCEL 01988-006-001
ALACHUA COUNTY, FLORIDA
SECTION 04, TOWNSHIP 10 SOUTH, RANGE 17 EAST

DAVID M. DEREN P.S.M. #6946
DATE:

CREW CHIEF	
DRAWN	
CHECKED	DMD
FIELD BOOK	745/25-28
FIELD DATE	10.28.25

CITY OF NEWBERRY

REVISED	NO.	BY	DATE	DESCRIPTION
	1			
	2			
	3			
	4			
	5			
	6			
	7			

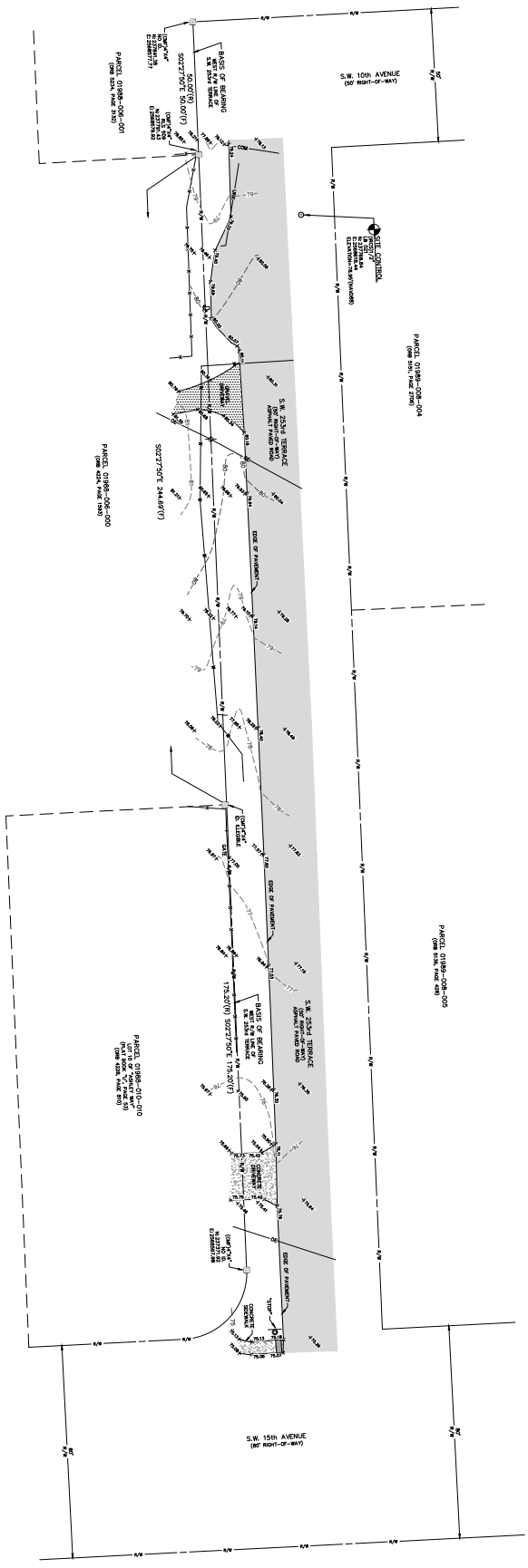
George F. Young, Inc.
4605 N.W. 6TH STREET, SUITE H, GAINESVILLE, FL 32609
PHONE (352) 378-1444 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA

SINCE 1990

PLOTTED: 1/30/2026 11:38 AM LOGIN: Marc Folsom FILE: P:\Civil 3D Projects\41000-875-25\CADD_Incoming\GEORGE F YOUNG SURVEYOR\2502540005.dwg

Item #7.

Document Envelope ID: 50DF5E64-C8EE-4418-9009-CDCD7C2E1DA0


S.W. 10th AVENUE
(80' RIGHT-OF-WAY)
S.W. 15th AVENUE
(80' RIGHT-OF-WAY)
S.W. 253rd TERRACE
(60' RIGHT-OF-WAY)
ASPHALT PAVED ROAD
EDGE OF PAVEMENT
CONCRETE WALK
BASIS OF BEARING
S.W. 253rd TERRACE
S02°27'50"E 50.00'(M)
S02°27'50"E 244.69'(M)
S02°27'50"E 174.10'(M)
PARCEL 01989-008-000
(ORB 4224, PAGE 1936)
PARCEL 01989-008-004
(ORB 5151, PAGE 2210)
PARCEL 01989-008-005
(ORB 5151, PAGE 439)
PARCEL 01989-010-010
LOT 10 OF TOWN OF NEWBERRY
(ORB 4224, PAGE 1936)
SITE CONTROL
N:1,555,888.84
E:2,352,888.84
ELEVATION=76.87'(NAVD88)
(IRCS)
(IRCS)
(CMF)
(CMF)
N/R
N/R
N/R

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

BIDDER *(Name and Address)*:
Andrews Paving, Inc dba Andrews Construction, Inc.

6327 NW 123rd Place, Gainesville, FL 32653

SURETY *(Name and Address of Principal Place of Business)*:

Great American Insurance Company

301 E Fourth Street, Cincinnati, OH 45202

OWNER *(Name and Address)*:

City of Newberry

25493 NW 1st Avenue, Newberry, FL 32669

BID

Bid Due Date: 10/27/2026

Description *(Project Name and Include Location)*: ***ITB 2026-13, SW 254th Street Extension from SW 7th Avenue to SW 10th Avenue***

BOND

Bond Number: TBD

Date *(Not earlier than Bid due date)*: TBD

Penal sum

FIVE Percent of amount bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative

BIDDER	**SURETY**
Andrews Paving, Inc dba Andrews Construction, Inc.	Great American Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Blair Poole Print Name	Benjamin H. French Print Name
Vice President Title	Attorney-in-Fact & Fla. Resident Agent Title
Attest: Allison M. Woot Signature	Attest: Rebekah Sharp Signature
Title	Title Account Executive

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures', if necessary.

SECTION 00430
BID BOND

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal] sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
3.2 All Bids are rejected by Owner, or
3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than NINE

No. 0 22603

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BENJAMIN H. FRENCH	REBEKAH F. SHARP	GAINESVILLE, FLORIDA	ALL
PAUL A. LOCASCIO	TRAVA RIDLON	GAINESVILLE, FLORIDA	UNLIMITED
L. DALE WALDORFF	K. WAYNE WALKER	FORT WALTON BEACH, FLORIDA	
J.E.S. WEBB		FORT WALTON BEACH, FLORIDA	
WILLIAM S. NEILL		FAIRHOPE, ALABAMA	
BRENDA NEILL		FAIRHOPE, ALABAMA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of MAY , 2025 .

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company. and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27 day of October , 2026 .

Assistant Secretary

File Attachments for Item:

8. Courtland Phase 1 Court Construction

Commission Agenda Item

Meeting Date: November 23, 2026

Title: Courtland Phase 1 Court Construction

Agenda Section: Consent

Department: Recreation

Strategic Goal/Objective: GOAL C.2: Park and greenspace expansion
Obj. C.2.1 Expand parks where feasible to enhance our recreational opportunities

Presented By: Rance Green, Utility and Public Works Director

Recommended Action:

1. Approve authorization for the City Manager or designee to execute a contract with Nidy Sports Construction for the building of 5 tennis and 1 basketball court with fencing for the amount of $497,857.88, utilizing Omnia Partners Cooperative Contract NCPA 08-42.
2. Authorize the City Manager or designee to approve change orders not to exceed ten percent (10%) of the contract amount

Summary:

Approval of an agreement with Nidy Sports Construction Company, LLC, for construction of court improvements at the Easton Newberry Sports Complex, located at 24880 NW 16th Avenue. The project includes construction of five tennis courts and one basketball court, including lime rock base, asphalt paving, court surfacing and striping, perimeter fencing, and installation of tennis and basketball equipment. The contract is based on OMNIA Contract No. 0842 (Region 14: Athletic Surfacing and Asphalt Maintenance) and has a 60-day construction duration. The total project cost is $497,857.88, including a $7,357 project bond.

Prior Commission Action/Direction:
None

Fiscal Impact:
Courtland is funded through WSPP and is budgeted for fiscal year 2027. The funding for the project is $1,200,000, with the court construction encumbering $497,987.88.

Attachments:
1. Nidy Court Construction Agreement

Agreement Between Owner and Contractor

Owner or City

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

Contractor

Nidy Sports Construction Company, LLC, an Ohio Corporation authorized to transact business in the State of Florida

751 General Hutchison Parkway

Longwood, FL 32750

The Project

Courtland @ Easton
Newberry Sports Complex
24880 NW 16th Ave.
Newberry, FL 32669

The Architect and or Owner's Agent is:

JB Pro 3530 NW 43rd St Gainesville, Fl 32606

WHEREAS, the Contractor has previously entered into a Master Agreement (Contract #08-42) with the Region 14 Educational Service Center and National Cooperative Purchasing Alliance, a subsidiary of Omnia Partners dba OMNIA Partners, Public Sector ("Procuring Entities") dated May 1, 2023, as modified by Update #1 dated October 15, 2025, Renewal #1 dated November 7, 2025, Update #2 dated March 23, 2026, Update #3 dated April 17, 2026, and Renewal #2 dated October 12, 2026 which extended the term of the Master Agreement to April 30, 2028 (all of which are referred to collectively herein as the "Master Agreement";

WHEREAS, the Master Agreement was publicly procured through a Request for Proposals No. 01-23 issued February 7, 2023 by the Procuring Entities, specifically allows for contracts to be made by other public agencies within the State of Florida, provided services are governed by the same terms and conditions;

WHEREAS, the City's Purchasing Policy and Procedures allow it to use other agencies contracts to acquire goods and services, where appropriate, with such process being referred to as "piggybacking" (a form of Cooperative Purchasing);

WHEREAS, the City desires to piggyback on the Master Agreement to procure services offered therein as the described in this Agreement and the Contractor is willing and able to provide those services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, The Owner and the Contractor for the considerations named herein agree as set forth below:

1. **Agreement Date; Incorporation of Documents and Order of Precedence:** The Effective Date of this Agreement shall be 11/30/2026**.** The RFP and Master Agreement are hereby incorporated into this Agreement, and the order of precedence in the event of conflict or inconsistency is as follows: (1) this Agreement; (2) the General Conditions appended to this Agreement; (3) the Master Agreement; and (4) the RFP.

2. **Contract Sum: $497,857.88 as further described in the Proposal attached as Exhibit A and made a part of this Agreement.**

3. **Payment Schedule and Retainage:**
   A. Owner will pay Contractor monthly progress payments for completed work per a Schedule of Values
   B. Payment due within 30 days of each invoice.
   C. No retainage to be withheld.
   D. Final Payment: Due upon completion.

4. **Documentation required for payment:**
   Application for Payment of work completed to date.

5. **Completion Schedule:** Owner is responsible for subgrade and site preparation for the Project, which it will comple[illegible]an December 4, 2026. Upon completion, Owner will notify [illegible]nd Contractor

will have 5 days to inspect and accept or reject the subgrade and site preparation. Upon its acceptance, the Contractor will have 60 days to complete the Scope of Work (described in 6 below).

5a. Early completion, the Owner will pay the Contractor a bonus of: N/A

5b. Late completion, the Owner will penalize the Contractor:

N/A

(Additions to scope, change orders, or weather delays to project will extend completion date accordingly)

6. Scope of Work:
Construction of (5) Tennis Courts and (1) Basketball Court w/ fencing
Includes all equipment, labor & material as described in the attached Exhibit A

7. Work NOT to be done:
Any work not identified above or listed on proposal.
Court lighting, concrete, parking space, site prep, drainage, and sod not included.

8. Licenses, permits and bonds to be supplied and paid by as follows:
The City is responsible for all project permits. The Contractor shall, prior to commencing work, record and provide the Owner with a certified copy of a Payment and Performance Bond that meets the requirements of Section 255.05, Florida Statutes.

9. Warranty:
Nidy Sports will provide a **1 year** workmanship warranty on the work performed.
Master Halco will provide a **12 year** manufacturers warranty on materials.

10. Insurance Requirements:
Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and stated and required in EXHIBIT B, Insurance Requirements.

11. General Provisions:
All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor has the right to let other contracts in connection with the work contracted for. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.

12. Contractor's pricing for alternate(s), unit pricing, time and material or other:

See proposal attached as EXHIBIT A.

13. Contract Documents include this Agreement and others as follows:
Listed in 1 above.

14. See attachment(s): Yes ■ No ☐

15. General Conditions A201·L Included: Yes ■ No ☐

16. City Specific Terms and Conditions:

A. **City Property**. Contractor shall be responsible for clean-up and the removal of its surplus materials and debris on the City Property. Contractor agrees to promptly, without delay, notify the City either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on City property, including inside any City owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on City Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the City within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

B. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

1. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.

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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City Clerk, City of Newberry custodian of public records at 352-472-2161, CityClerk@NewberryFL.gov or 25493 NW 1st Avenue, Newberry FL 32669.

C. **Audit**. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

D. **Compliance with Laws**. Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

E. **Indemnification**. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY OF NEWBERRY AND ITS CITY COMMISSION, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "CITY OF NEWBERRY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST CITY OF NEWBERRY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING AT[illegible]XHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO CITY OF NEWBERRY'S PROPERTY AND A[illegible]LL IMPROVEMENTS THEREON. This obligation shall in no

way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the City is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and City will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the City of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

F. **City's Funding**. The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

G. **Subcontracting/Assignment**.

1. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
2. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

H. **Public Entities Crimes; Scrutinized Companies or Entities**. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement and shall entitle the City to immediately terminate this Agreement.

I. **Affidavit Of No Coercion**. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion pursuant to §787.06, Florida Statutes

J. **E-Verify**. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
2. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this

section.

5. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

K. **Prohibition Against Contingent Fees**. As required by Section 287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the City has the right to termination this Agreement without liability, and at the City's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. **Independent Contractor**. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the City. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

M. **Severability and Ambiguity**. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

N. **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Alachua County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

O. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

P. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective on the date first stated above.

Owner **Contractor**

By: _____ Date

_____
Name and Title

The City of Newberry, Florida
Owner Name

By: _____ Date

Zach Stevenson, President
Name and Title

The Nidy Sports Construction Company, LLC
Contractor Name

General Conditions for a Construction Contract
A201·L

The General Conditions are to be used as a Contract Document to establish relationships on the Project, rights and obligation of each, definition of terms, and the assignment of responsibilities. The General Conditions are to be specifically referenced in the Agreement and made a part of the Contract Documents.

Table of Contents

Content	Page
Table of Contents	1
Owner's Rights and Obligations	2
Contractor's Rights and Obligations	3, 4
Sub contractor's Right and Obligation	5
Payment	6
Progress Payment	7
Change Order	7
Insurance	8
Contract Administration	8
Occupancy	8
Claims & Disputes	8
Termination of Contract	9
Definitions	10, 11

Owners
Rights and Obligations

The Owner shall designate in writing, himself and or his Agent the expressed authority to bind the Owner to the Contract and matters requiring the Owner's approval and authorization.

The Owner shall provide the Contractor with written evidence of funding for the Project upon a written request by the Contractor. Thereafter if funding arrangements are altered, the Owner must notify the Contractor in writing.

The Owner is responsible for the cost and acquisition of easements, assessments, right of way and property access for the construction of and occupancy of the permanent structure.

The Owner shall furnish surveys, utility locations, Drawings and legal limitations with evidence of such at no cost to the Contractor.

The Owner shall provide information and services needed for the execution of the Project, as required by the Contract Documents.

The Owner has the right to stop Work if the Contractor fails to meet the requirement of the Contract within the guidelines set forth by the Contract. In writing, the Owner shall tell the Contractor to Stop Work until such time the cause for the Stop Work Order is eliminated.

The Owner will have the right to correct and complete the Work defaulted by the Contractor. In such case a Change Order will be prepared by the Owner deducting from Payment the cost to remedy. After Completion of the Work by the Owner, the Contractor shall pay the difference, if any, to the Owner to repay the excess Payment received by the Contractor.

The Owner has the right to enter into and award separate Agreements for portions of the Project not contracted for. When the Owner enters into an Agreement with others for Work on the Project, the term Contract Documents will apply to each entity signing the Owner – Contractor Agreement. The Owner will coordinate the Work of each separate Agreement and it is subject to review by any and all Contractors. If a Contractor's Work is dependent upon the Contractor's Work, he will promptly report discrepancies or defects in the Work of others.

Contractors
Rights and Obligations

The Contractor will perform and be responsible for the Work as stated in the Contract Documents including that Work to be performed by his Subcontractors, if any.

By executing the Agreement, the Contractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Contractor discover any errors or inconsistencies they are to be reported in writing to the Owner when discovered.

The Contractor has the right to appoint an Agent in writing to the Owner.

The Contractor has the right to submit a Request for Information and a Change Order to correct discrepancies in the Contract Documents. The Contractor is not to be held responsible for Contract Document discrepancies.

The Contractor shall supervise, inspect and control his Work including methods, techniques and job site safety unless stated differently in the Contract Documents. This includes others performing Work on behalf of the Contractor. If needed the Contractor is to employ a Superintendent and assistants.

The Contractor may make substitutions to the Contract Documents with written approval of the Owner.

The Contractor warrants to the Owner that materials and equipment furnished under the terms of the Contract Documents are of good quality and meet the Project Specifications.

The Contractor is responsible for and will pay appropriate taxes and usage fees for materials and services provided by him under the terms of the Contract Documents. He will secure and pay for permits and inspections for the Work under the terms of the Contract Documents and comply with and give notices required by law, rules and regulations.

Contractors
Rights and Obligations

The Contractor is to prepare and submit a construction schedule within the time frame stated in the Contract Documents. The schedule is to be maintained in conjunction with the submittals.

The Contractor is to keep and maintain a field copy of the Contract Documents reflecting any and all alterations and progress. Included are approved shop drawings, product data and physical product samples or examples.

The Contractor is not responsible for the design criteria and or performance of such as stated and presented in the specification prepared by others in the Contract Documents.

The Contractor shall not perform any Work which is not his responsibility as indicated in the Contract Documents without written permission from the Owner.

The Contractor shall keep clean the premises and remove any accumulation of construction debris and excess materials.

The Contractor is to provide the Owner with access to the Work, prior to and during construction.

The Contractor is to indemnify the Owner to the fullest extent permitted by the law for Claims that are not covered by the Contract Documents protection requirements.

The Contractor has the right to award portions of the Work to Subcontractors. He must do so soon after being awarded the Contract and advise the Owner in writing of such company(s). The Contractor must extend his legal commitment under the terms of the Contract to the Subcontractor in writing. Each subcontract agreement shall protect the Owner in the same way as the Contractor with regard to the Work.

The Contractor is responsible for the protection and safety precautions for the performance of the Work of the Contract.

Subcontractors
Rights and Obligations

By executing the Agreement between Contractor and Subcontractor, the Subcontractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Subcontractor discover any errors or inconsistencies they are to be reported in writing to the Contractor when discovered.

The Subcontractor shall supervise and direct his Work, cooperate with the Contractor in scheduling and performing the Contractor's Work in accordance with the Contract Documents.

The Subcontractor will cooperate with the Contractor and other Subcontractors in scheduling and performing Work which may be interconnected.

The Subcontractor shall promptly submit, in a timely manner, shop drawing, product data, samples and other submittals required by the Contract Documents so as not to delay the Work.

The Subcontractor is to supply the Contractor, in writing, periodic progress reports of his Work.

The Subcontractor may elect to appoint an Agent. The Agent must be identified in writing and submitted to the Contractor.

The Subcontractor may submit, in writing, a Change Order Request for a change in the Work, material substitution, Modifications to the Contract Documents or relief from factors of the Contract Documents.

The Subcontractor has the right to request and receive from the Contractor, in writing, details of the Contractor's source of funds for the Project, information from the Owner or other Subcontractors relative to scheduling and changes is scheduling or changes in the Work or Contract Documents which may affect the Subcontractor's Work and Agreement with the Contractor.

The Subcontractor will be bound to the Contractor, for the portion of the Contractor's Work he has agreed to perform, to the same extent the Contractor is bound to the Owner as expressed in the Contractor Documents within the limits permitted by law.

In no case will the Subcontractor be assessed damages for delays or causes arising outside the scope of the Subcontract's Agreement with the Contractor.

To the fullest extent permitted by law the Subcontractor shall indemnify the Contractor and Owner from and against damages, losses, expenses and fees arising out of or resulting from the performance of the Subcontractor's Work.

Payment

Owner to Contractor

The Owner will pay the Contractor as detailed in the Agreement between the Owner and Contractor.

Prior to commencement of Work the Contractor will submit to the Owner an Application for Payment with a detailed schedule of values for each portion of the Work. The Owner will approve this allocation of values as the basis for actual Applications for Payment.

At least 10 (ten) days prior to the scheduled date for each Progress Payment, the Contractor shall submit to the Owner an itemization of Work completed for the Owner's approval. The Owner may request documentation from the Contractor to verify such portions of the payout to be made relevant to material suppliers and Subcontractor for payouts. Retainage shall be reflected on each payout if part of the Contracts Documents.

If agreed to in the Contract Documents the Owner will pay for all or a portion of materials and equipment to be used for the Project which are stored both on and off site.

The Contract warrants that title to all Work covered by the Application for Payment will be conveyed to the Owner no later than the time of Payment.

Within 7 (seven) days of receipt of the Application for Payment, the Owner will issue a Certificate of Payment for the Work completed in the Application for Payment and verify and Certify the quality of and progress of the details of the Application for Payment in compliance with the Contract Documents. The Certificate of Payment will represent the amount of Payment due.

The Owner may withhold some or all of the amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

Contractor to Subcontractor

The Contractor will pay the Subcontractor as detailed in the Agreement between the Contractor and Subcontractor.

The Contractor may withhold some or all of the amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay other Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

Progress Payments

Progress Payments will be made by the Owner to the Contractor in accordance with the Contract Documents. The Contractor will pay his Subcontractors and suppliers in a prompt manner from the monies received for the portions attributable to each. The Owner has no obligation to make Payment or see that Payment is made to Subcontractors and suppliers other than required by law.

A Certificate for Payment on a Progress Payment or occupancy of the Project shall not constitute acceptance of the Work not in compliance with the Contract Documents.

Failure of the Owner to issue a Certificate for Payment or to make Payment to the Contractor through no fault of the Contractor, within 7 (seven) days after receipt of the Application for Payment, the Contractor is to give a Written Notice to the Owner of the intent to stop Work within 7 (seven) days if Payment is not received. The Contract Time will be increased and added Contractor expenses resulting from the Work stoppage will be added to the Contract Amount by way of a written and signed Change Order.

The Contractor, when Substantially Complete, shall submit in writing to the Owner a list, if any, of items remaining to be completed and a request for Final Payment.

Change Order

Addition, deletions, Modifications and substitutions to the Work in the Contract Documents require a Change Order prior to the execution of the change.

The changes in Work are to be specified in a Change Order, agreed to and signed by Owner before performing such changes.

A Change Order Request by the Contractor or Construction Change Directive by the Owner should be submitted in writing prior to preparing and signing a Change Order.

The Change Order shall specify and describe the Work to be performed, cost and adjustment in the Time. The changes in Work can result in a Contract increase, credit or no change in the cost of the Agreement.

The Contractor may initiate a request for a Change Order by submitting it in writing to the Owner.

The Owner may initiate a Change Order by submitting in writing to the Contractor a Change Order Directive.

Changes in the Work will be performed in accordance with the Contract Documents.

Insurance

The Owner shall purchase, pay for and keep for the duration of the Project, property insurance and other coverage's in the amounts stated in the Contract Documents.

The Contractor will purchase, pay for and keep for the duration of the Project the types and amounts of coverage as stated in the Contract Documents.

The Owner may waive, in writing, the requirement of the Contractor to provide a Performance and Payment Bond, if required in the Contract Documents.

Contract Administration

The Owner and Contractor agree to organize and coordinate the Work details of the Project as Stated in the Contract Documents. Changes in the details will be agreed to in writing.

Occupancy

The Owner and Contractor may agree in writing that all or a portion of the Project may be occupied within the terms of the Contract Documents prior to Final Payment.

Claims – Disputes

Any Claim or Dispute, assertion or need for relief arising from the Contract Documents must be submitted in writing by either party. When a resolution to the disagreement is not achieved then Mediation is to take place as provided in the Contract Documents.

Termination of Contract

Contractor

The Contractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Contractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Contractor is to submit in writing to the Owner, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

The Contractor may terminate the Agreement with the Subcontractor if the Subcontractor is in substantial breach of the Agreement by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and other Subcontractors, continuous violations of the law and public regulations.

The Contractor upon Written Notice to the Subcontractor, within 7 (seven) days or the limits of the law, may terminate the Agreement, stop Payment and proceed to Contract with another Subcontractor and or complete the unfinished portions of the Agreement himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Subcontractor. Any cost amount exceeding Agreement amount for the Contractor's Work may be collected from the Subcontractor by any legal means.

Owner

The Owner may terminate the Contract with the Contractor if the Contractor is in substantial breach of the Contract by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and Subcontractors, continuous violations of the law and public regulations.

The Owner upon Written Notice to the Contractor, within 7 (seven) days or the limits of the law, may terminate the Contract, stop Payment and proceed to Contract with another Contractor and or complete the unfinished portions of the Contract himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Contractor. Any cost amount exceeding Contract Amount for the Contract's Work may be collected from the Contractor by any legal means.

Subcontractor

The Subcontractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Subcontractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Subcontractor is to submit in writing to the Contractor, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

DEFINITIONS

Agent is an authorized individual or entity of the Owner or Contractor and designated in writing to act on their behalf with respect to the Project and Contract Documents.

Application for Payment is the industry standard invoice form consisting of the G702 and G703

Arbitration is the intervention of a third party as provided by the Contract Documents to settle Disputes.

Architect is an individual or firm permitted by law to practice architecture and referred to in the Contract Documents. The Architect may also be the Owner's Agent if designated in writing to the Contractor.

Certificate of Payment is a written document issued by the Owner to the Contractor approving a pay request for the Contractor.

Change Order is a written document signed by both parties specifying the change in Work, amount of adjustment to the Contract Sum and Contract Time.

Change Order Directive is a written order by the Owner instructing change in the Work and is subject to agreement by both parties and a signed Change Order.

Claim is a written request or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents.

Completion is determined to be when all Work and inspections have been completed in compliance with and accepted under the terms of the Contract Documents.

Contract is the binding written Agreement entered into between the Owner and Contractor for the Project as stated in the Contract Documents.

Contract Documents consist of the Agreement between Owner and Contractor, "The Agreement" and all references therein.

Contractor Is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing, as stated in the Contract Documents.

Contract Sum is the dollar amount of the Agreement including signed Change Orders and payable as stated in the Contract Documents.

Drawings are the blue prints and if required the shop drawings. They are the pictorial and graphic description of the Project as a whole or portion thereof.

Dispute is a written demand or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents that the Owner and Contractor can not agree to.

DEFINITIONS

Mediation is any Claim or Dispute which can not be settled by the Owner and Contractor and is to be resolved by the provisions of the Contract Documents and or Arbitration.

Modification is a written amendment to the Contract signed by both parties.

Owner is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing as stated in the Contract Documents.

Payment The Contract Sum of the Agreement and the specific Progress Payments referred to in the Contract Documents.

Progress Payments As stated in the Contract Documents, Payment will be made in stages of Completion for the Work performed to date.

Project is the total Work to be performed under the terms of the Agreement.

Project Manual Is the accumulated references of the Agreement and consists of all the Contract Documents.

Specifications are a specific portion of the Work consisting of the written requirements for materials, equipment, installation technique and performance standards.

Subcontractor is an individual or entity that is to perform specific portions of the Contractor's Work.

Substantial Completion When the Work has progressed to a stage when all or a designated portion of the Work can be used for the stated purpose as outlined in the Contract Documents.

Time is the allotted period (time limits) provided by the Contract Documents including any approved changes. It may also include a date of commencement and Substantial Completion of the Work. "Day" refers to calendar days. The Contract Documents may include a bonus for early Completion and a penalty for late Completion.

Warranty is the specific guaranty type and time period relevant to the Contractor's labor, material installation and manufacturer's product guaranty as spelled out in the Contract Documents.

Work is the total performance of the Contract Documents agreed to and signed in the Agreement between the Owner and Contractor.

Written Notice is any written document relevant to the Project and Contract Documents delivered by the Owner or Contract to the other party to the Agreement and shall be deemed to have been duly served if delivered to the individual or firm at it its last business address in person, registered mail, or certified mail.

General Information

Proposal Submitted To

Contact Name: Ryan Young
Account Name: City of Newberry
Bill To: 25493 Northwest 1st Avenue
Newberry, FL, 32669

Email: ryoung@newberryfl.gov

Location

Project Name: EASTON NEWBERRY SPORTS COMPLEX
Project Address:

Created Date: November 6, 2026
Created By: Jonathan Papp

Pricing

New Construction 5 Tennis & 1 Basketball — Total Amount: $490,500.00

Site Terms

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days. Completed work performed will be invoiced monthly based upon schedule of values.

EXHIBIT A

Scope of Work

Scope of Work for Courts

- Mobilization.
- Subgrade & Site Prep by others. Subgrade to be 0.83% to 1.00% slope towards one side of courts
- Furnish and Install 6” of Limerock; laser grade and compact. (Material testing not included)
- Pave 1 ½” of SP 9.5 VIRGIN Asphalt on court. .
- Furnish and install new sets of semi-permanent (5) tennis posts and net complete with footings and sleeves.
- Furnish & install (1) pair of basketball goosenecks w/ aluminum backboard, rim & net in concrete footing.
- Engineered footing detail provided for all sports equipment.
- Furnish and install 10’ high black powder-coated perimeter fencing w/ 4' high fence along side of Tennis Courts.
- ALL fence has top rail & bottom wire**, identical to Champions Park fence spec**.
- No Windscreen included. Gate locations TBD. (8) walk gates included
- No fence at Basketball court.
- Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court. (tennis & basketball)
- Apply two (2) coats of Color Coating over the entire surface of the court. (tennis & basketball)

• Inbounds Color: TBD Standard Color • Outbounds Color: TBD Standard Color
• Paint regulation court markings with white textured line paint.
• Form, pour & finish associated sidewalks, bleacher pads & single ADA parking space w/ striping & signage ADD $76,200

• EXCLUSIONS: Survey, site prep, suitable site access, permits, mass importation of clean fill, testing, erosion control, sodding, tree & landscape removal, curb, trench drains, irrigation, relocation of utilities, shade structures, sidewalks, benches, court lighting, or conduit.

Notes:
• It is recommended owner should spray insects and vegetation on or around courts two weeks prior to work commencement.
• Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
• Owner to provide suitable access for equipment, water, and electric as required.
• Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.
• Squeegee marks are a normal part of the acrylic surfacing process and are recognized within ASBA industry standards. Because coatings are applied in layers with a squeegee, some slight variations in color or texture may appear, especially on lighter courts or in hot/humid conditions. These are considered cosmetic only and, per ASBA guidelines, do not affect the playability, durability, or quality of the court.

It should be noted that as your court ages, it will develop cracks. Cracks develop in courts for various reasons with the most common being:
• Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
• Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
• Changes in subsurface stability reflecting through the court surface.
Nidy does NOT provide any written or implied guarantee of courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

Warranties/Exclusions:
Color Coating is warranted against any excessive fading for a period of one (1) year from application. Surface is warranted against peeling and flaking for a period of one (1) year from application. Problems from normal wear, vandalism, and improper care are excluded.
Squeegee marks are a normal part of the acrylic surfacing process and are recognized within ASBA industry standards. Because coatings are applied in layers with a squeegee, some slight variations in color or texture may appear, especially on lighter courts or in hot/humid conditions. These are considered cosmetic only and, per ASBA guidelines, do not affect the playability, durability, or quality of the court.

EXHIBIT A

Acceptance

Work performed in addition to the specifications listed above require additional charges. Upon acceptance, please sign and return one copy.
ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Nidy to do the work as specified.

Date Of Acceptance: _____ Acceptance Signature: _____

Approved amount including accepted Option(s): $ _____

Please indicate selected Option(s): _____

751 General Hutchison Parkway• Longwood, FL 32750 • (407) 330-9466 • fax (407) 330-9343 • www.NIDYSPORTS.com

Easton Newberry Court construction

Omnia Contract Rates 08 42 (Region 14 : Athletic Surfacing and Asphalt Maintenance)

Scope of Work	Unit of Measure	NCPA NTE Unit Price	**ACTUAL Unit Price**	Quantity	NCPA NTE Total Dollar Amount	**ACTUAL Total Dollar Amount**
Out of Town Travel Allowance (hotel, fuel, per diem)	DAY	$3,060.00	**$733.00**	25	$76,500.00	**$18,325.00**
Limerock Base	SF	$3.57	**$2.85**	40,368	$144,113.76	**$115,048.80**
Asphalt Paving	SF	$7.14	**$3.31**	40,368	$288,227.52	**$133,618.08**
Furnish and Install Perimeter 4' Fencing	LF	$76.50	**$60.00**	800	$61,200.00	**$48,000.00**
Furnish and Install Perimeter 10' Fencing	LF	$117.30	**$95.00**	760	$89,148.00	**$72,200.00**
Basketball Equipment	EA	$8,670.00	**$7,500.00**	2	$17,340.00	**$15,000.00**
Tennis Equipment	Court	$6,120.00	**$2,600.00**	5	$30,600.00	**$13,000.00**
Stripe Tennis Court	EA	$1,785.00	**$1,335.00**	5	$8,925.00	**$6,675.00**
Stripe Basketball Court	EA	$2,040.00	**$1,344.00**	1	$2,040.00	**$1,344.00**
Plexipave Coating System (4 Coat System)	SY	$20.40	**$15.00**	4,486	$91,514.40	**$67,290.00**
				Construction Total	**$809,608.68**	**$490,500.88**

Project Bond	**$7,357.00**
Contract Total	**$497,857.88**

EXHIBITB
INSURANCE REQillREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. **DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the City of Newberry, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Newberry. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

EXHIBIT B
INSURANCE REQUIREMENTS

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **$500,000 each accident and $500,000 each employee/$500,000 policy limit for disease.** The Contractor shaJl also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers' liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

1. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

EXHIBITB
INSURANCE REQUIREMENTS

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates oflnsurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the CITY OF NEWBERRY, Florida 25493 NW 1st Avenue, Newberry, Florida 32669. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. **The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.

3. Ifrequested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

CF-9

E-VERIFY CERTIFICATION

1. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
2. Subcontractors
    a. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
    b. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
    c. Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. Failure to comply with this provision is a material breach of the Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services.
4. It is the responsibility of the vendor/contractor to insure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http://www.uscis.gov/everify) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature Print Name/Title: _____

Date: _____

CF-10

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Newberry (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Notary Public Signature: _____

Print, Type or Stamp Name of Notary: _____

My commission expires: _____

(Affix Notary Stamp or Seal)

File Attachments for Item:

9. Fiscal Year 2026 Final Budget Amendment - Resolution No. 2026-59

A Resolution Of The City Of Newberry, Florida, Amending The City's Final Budget For Fiscal Year 2026; Providing Directions To The City Manager; Providing For Severability; Repealing All Resolutions In Conflict; And Providing An Effective Date.

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Resolution 2026-59 Final Budget Amendment
Agenda Section:	Public Hearings and Ordinances
Department:	Finance & Administration
Strategic Goal:	Goal E.1: Equitable and sustainable sources of revenue for long-term financial stability
Presented By:	Dallas Lee, CGFO, Assistant City Manager / CFO
Recommended Action:	1. Receive Budget Review from Staff and move to approve Resolution 2026-59

Summary:
The Finance Department performs an end-of-year review of actual receipts and expenditures for each fund and department as part of its end-of-year procedures. This review is intended to identify budget and expenditure variances in need of correction. As a result of the review, the Finance Department deems it necessary to reallocate previously appropriated funds to correct several budget variances. Florida Statutes allow for a final budget amendment up to 60 days after the close of the fiscal year.

Attachments:

1. Resolution 2026-59
2. Final Budget Amendment Summary

RESOLUTION NO. 2026-59

A RESOLUTION OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE CITY'S FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2025, the City Commission of the City of Newberry (the "City Commission") held a public hearing and adopted Resolution No. 2025-45 approving the Final Budget for Fiscal Year 2026 (the "Final Budget") as required by Section 200.065 and Section 166.241, Florida Statutes;

WHEREAS, the City Commission desires to amend the Final Budget as described in Section 1 below (the "Amendment"); and

WHEREAS, the Amendment is for a purpose not specifically authorized in Section 166.241, Florida Statutes; and, therefore, requires adoption of this Resolution and posting of same on the City's website for a period of 2 years.

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA AS FOLLOWS:

Section 1. The Final Budget is amended as set forth in the attached Budget Amendment.

Section 2. The City Manager or their designee is directed to post this executed Resolution with its attachment on the City's website within 5 days after adoption and to maintain it on the website for at least 2 years.

Section 3. If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the Resolution which can be given without the valid or unconstitutional provisions or application, and to this end the provisions of this Resolution are declared severable.

Section 4. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. In accordance with Article V of the City Charter, this Resolution shall become effective 10 days after adoption.

ADOPTED by affirmative vote of a majority of a quorum present of the Newberry City Commission at its Regular Meeting on November 23rd, 2026.

CITY OF NEWBERRY, FLORIDA

_____
Timothy R. Marden, Mayor

ATTEST, BY THE CLERK OF THE
CITY OF NEWBERRY, FLORIDA

_____
Randa Paul, City Clerk

APPROVED AS TO FORM AND
LEGALITY

_____
Nicolle M. Shalley
Assistant City Attorney

FINAL BUDGET AMENDMENT SUMMARY - GENERAL FUND

CITY OF NEWBERRY - FISCAL YEAR 2025-2026

	ORIGINAL	PRIOR YEAR ROLL FORWARD	BUDGET AMENDMENT #1	FINAL AMENDMENT	AMENDED BUDGET
Taxes:					
Ad valorem taxes 5.9000 mills (millage per $1,000)	$ 4,989,525	$ -	$ (80,000)	$ -	$ 4,909,525
Other	1,831,400			195,000	2,026,400
Permits, Fees, & Special Assessments	2,523,985				2,523,985
Impact fees	-				-
Intergovernmental revenue	998,000		(35,000)		963,000
Judgements & Fines	4,750				4,750
Charges for Services	2,305,419				2,305,419
Miscellaneous Revenues	175,750		684,000	43,000	902,750
Other financial sources:					
Grants and Contributions	500,000		140,000		640,000
Interfund Charges	257,113				257,113
Transfers In	375,135				375,135
Total estimated revenues and other financing sources	**$ 13,961,077**	**$ -**	**$ 709,000**	**$ 238,000**	**$ 14,908,077**
General Government					
Legislative	160,958	268			161,226
Executive	670,945	(46)		(4,500)	666,399
Financial and Administrative	1,063,242	1,880		50,000	1,115,122
Legal Counsel	233,750	15,243	57,350		306,343
Comprehensive Planning	589,685	6,337		(10,000)	586,022
Other General Government Services	1,094,401	11,655	225,000	18,250	1,349,306
Transfers Out	547,916		12,688	86,000	646,604
Public Safety					
Fire Control	3,136,448	760	136,900		3,274,108
Law Enforcement	1,137,800				1,137,800
Building & Zoning Inspection	619,243	13,277	111,000	10,000	753,520
Code Enforcement	238,257	4,320		(17,500)	225,077
Transportation	1,327,498	208,473	134,000		1,669,971
Culture and Recreation	1,452,688	40,521	20,000	(2,500)	1,510,709
Economic Environment	100,250	55,000		5,000	160,250
Physical Environment					
Solid Waste Control	1,465,441			50,000	1,515,441
Stormwater Control	26,500				26,500
Cemetery	84,010				84,010
Total estimated expenditures	**$ 13,949,032**	**$ 357,687**	**$ 696,938**	**$ 184,750**	**$ 15,188,407**

FINAL BUDGET AMENDMENT SUMMARY - SPECIAL REVENUE FUNDS
CITY OF NEWBERRY - FISCAL YEAR 2025-2026

	ORIGINAL	PRIOR YEAR ROLL FORWARD	BUDGET AMENDMENT #1	FINAL AMENDMENT	AMENDED BUDGET
Taxes:					
Ad valorem taxes 5.9000 mills (millage per $1,000)	$ -				$ -
Other	1,160,000				1,160,000
Permits, Fees, & Special Assessments					
Impact Fees	808,750			90,000	898,750
Intergovernmental revenue	305,266			8,750	314,016
Judgements & Fines					
Charges for Services	-		800,000	430,000	1,230,000
Miscellaneous Revenues	15,000				15,000
Other financial sources:					
Grants and Contributions	947,500		5,628,000	(8,750)	6,566,750
Interfund Charges					
Transfers In	305,266		12,688		317,954
Total estimated revenues and other financing sources	**$ 3,541,782**	**$ -**	**$ 6,440,688**	**$ 520,000**	**$ 10,502,470**
General Government					
Legislative			3,800		3,800
Transfers Out	240,286				240,286
Transportation	433,334	948,147	4,373,424	230,000	5,984,905
Culture and Recreation	2,438,750	655,626	1,040,000	437,400	4,571,776
Economic Environment	1,863,898	182,140			2,046,038
Physical Environment					
Electric Utility					-
Water & Wastewater Utilities			1,407,041		1,407,041
Solid Waste Control					
Cemetery					
Total estimated expenditures	**$ 4,976,268**	**$ 1,785,913**	**$ 6,824,265**	**$ 667,400**	**$ 14,253,846**

FINAL BUDGET AMENDMENT SUMMARY - CAPITAL IMPROVEMENT FUND
CITY OF NEWBERRY - FISCAL YEAR 2025-2026

	ORIGINAL	PRIOR YEAR ROLL FORWARD	BUDGET AMENDMENT #1	FINAL BUDGET AMENDMENT	AMENDED BUDGET
Taxes:					
Ad valorem taxes 5.9000 mills (millage per $1,000)	$ -				$ -
Other					
Miscellaneous Revenues	-			47,000	47,000
Other financial sources:					
Transfers In	-			85,000	85,000
Total estimated revenues and other financing sources	**$ -**	**$ -**	**$ -**	**$ 132,000**	**$ 132,000**
General Government					
Other General Government Services	44,951	1,657,712		300,000	1,702,663
Transfers Out				175,000	
Transportation		43,001			43,001
Total estimated expenditures	**$ 44,951**	**$ 1,700,713**	**$ -**	**$ 475,000**	**$ 1,745,664**

FINAL BUDGET AMENDMENT SUMMARY - INTERNAL SERVICE FUNDS
CITY OF NEWBERRY - FISCAL YEAR 2025-2026

	ORIGINAL	PRIOR YEAR ROLL FORWARD	BUDGET AMENDMENT #1	FINAL AMENDMENT	AMENDED BUDGET
Taxes:					
Ad valorem taxes 5.9000 mills (millage per $1,000)	$ -				$ -
Charges for Services	32,600				32,600
Miscellaneous Revenues	2,250				2,250
Other financial sources:					
Grants and Contributions					-
Interfund Charges	1,722,340				1,722,340
Transfers In				175,000	175,000
Total estimated revenues and other financing sources	**$ 1,757,190**	**$ -**	**$ -**	**$ 175,000**	**$ 1,932,190**
Debt Service					
Interest	27,241				27,241
Other Financing Uses:					
Internal Service Fund Uses	1,751,896	57,173			1,809,069
Total estimated expenditures	**$ 1,779,137**	**$ 57,173**	**$ -**	**$ -**	**$ 1,836,310**

FINAL BUDGET AMENDMENT SUMMARY - ENTERPRISE FUNDS
CITY OF NEWBERRY - FISCAL YEAR 2025-2026

	ORIGINAL	PRIOR YEAR ROLL FORWARD	FINAL BUDGET AMENDMENT	AMENDED BUDGET
Taxes:				
Ad valorem taxes 5.9000 mills (millage per $1,000)	$ -			$ -
Other				
Impact Fees	1,233,000			1,233,000
Charges for Services	11,190,285		400,000	11,590,285
Miscellaneous Revenues	339,660			339,660
Other financial sources:				
Grants and Contributions	34,284,296			34,284,296
Total estimated revenues and other financing sources	**$ 47,047,241**	**$ -**	**$ 400,000**	**$ 47,447,241**
Health and Welfare	53,841			53,841
Economic Environment				
Physical Environment				
Electric Utility	6,928,739	2,180	400,000	7,330,919
Water & Wastewater Utilities	3,856,325	284,788		4,141,113
Debt Service				
Principal				
Interest	69,972			69,972
Other Financing Uses:				
Internal Service Fund Uses				
Transfers to Other Funds	375,135			375,135
Total estimated expenditures	**$ 11,284,012**	**$ 286,968**	**$ 400,000**	**$ 11,970,980**

File Attachments for Item:

10. Resolution 2026-53 - Notice of Intent to Use Uniform Method of Collection

A Resolution Of The City Of Newberry, Florida, Electing To Use The Uniform Method Of Collecting Non-Ad Valorem Assessments Levied For Road Maintenance Within The Incorporated Area Of The City; Providing The Legal Description Of The Incorporated Area; Stating The Need For The Levy Of The Non-Ad Valorem Assessments; Directing The Mailing Of This Resolution; And Providing An Effective Date.

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Resolution 2026-53 - Notice of Intent to Use Uniform Method of Collection *A Resolution Of The City Of Newberry, Florida, Electing To Use The Uniform Method Of Collecting Non-Ad Valorem Assessments Levied For Road Maintenance Within The Incorporated Area Of The City; Providing The Legal Description Of The Incorporated Area; Stating The Need For The Levy Of The Non-Ad Valorem Assessments; Directing The Mailing Of This Resolution; And Providing An Effective Date*.
Agenda Section:	Agenda Items
Department:	Finance & Administration
Strategic Goal/Objective:	Goal E.1. – Equitable and sustainable sources of revenue for long-term financial stability
Presented By:	Dallas Lee, MPA, CGFO, SHRM-CP, CPM Assistant City Manager & Chief Financial Officer
Recommended Actions:	Conduct the public hearing and adopt Resolution No. 2026-53. Direct the City Clerk to transmit the adopted resolution and required supporting documentation as provided in the resolution.

Summary:
At its October 9, 2026 meeting, the City Commission authorized staff to advertise a resolution of intent and move forward with evaluating a street and road maintenance assessment. Resolution No. 2026-53 is the next procedural step in that process.

Adoption does not create or levy an assessment, set an assessment amount or rate, approve an assessment methodology or roll, or obligate the Commission to adopt an assessment in the future. The resolution only provides notice to the Alachua County Property Appraiser, Alachua County Tax Collector, and Florida Department of Revenue that the City is considering an assessment and intends to use the annual property tax bill for collection if an assessment is later adopted. The Commission retains full discretion to modify the proposal, defer consideration, or decide not to proceed.

Section 197.3632, Florida Statutes, establishes the uniform collection process. The resolution of intent is considered at a public hearing following four consecutive weeks of published notice. The proposed resolution identifies the incorporated area of the City in Exhibit A and preserves the option for collection beginning with the November 2027 tax bill for Fiscal Year 2027–28. If adopted, the resolution directs the City Clerk to mail certified copies and the required publication documentation to the three agencies by January 10, 2027.

Any decision to impose an assessment would return to the Commission for separate consideration. That process would include a proposed methodology, rates and assessment roll, required notice to affected property owners, and a public hearing before final adoption. Preliminary calculations in the Stantec presentation are illustrative and are not being adopted through this resolution.

This resolution generates no assessment revenue and approves no assessment-funded expenditure. Costs associated with notice and administration are separate from any future assessment. Any proposed assessment revenue, collection costs, and fiscal effects would be presented for future Commission consideration.

Attachments:
1. Resolution No. 2026-53 with Exhibit A
2. Stantec Road Maintenance Assessment presentation

RESOLUTION NO. 2026-53

A RESOLUTION OF THE CITY OF NEWBERRY, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED FOR ROAD MAINTENANCE WITHIN THE INCORPORATED AREA OF THE CITY; PROVIDING THE LEGAL DESCRIPTION OF THE INCORPORATED AREA; STATING THE NEED FOR THE LEVY OF THE NON-AD VALOREM ASSESSMENTS; DIRECTING THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Newberry, Florida (the "City") is considering the imposition of non-ad valorem special assessments for the provision of road maintenance services within the incorporated area of the City;

WHEREAS, if the City imposes such special assessments, the City intends to use the uniform method for collecting non-ad valorem special assessments within the incorporated area of the City as authorized by Section 197.3632, Florida Statutes, because this method will allow such special assessments to be collected annually commencing in November 2027, in the same manner as provided for ad valorem taxes;

WHEREAS, pursuant to Section 197.3632(3)(a), Florida Statutes, this proposed Resolution was noticed once a week for 4 consecutive weeks in a newspaper of general circulation within Alachua County, Florida, notifying the public of the public hearing to consider adoption of this Resolution be held in Newberry City Hall, located at 25493 NW 1st Avenue, Newberry, Florida; and

WHEREAS, the City Commission held the public hearing, pursuant to the notices described above, at which parties in interest and all others had an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, THAT:

Section 1. Commencing for the first time with the Fiscal Year beginning on October 1, 2027, and with the tax statement mailed for such Fiscal Year, and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, to collect non-ad valorem assessments levied for the cost of providing road maintenance within the incorporated area of the City. Such non-ad valorem assessments shall be levied within the incorporated area of the City, the legal description of which is attached to this Resolution as **Exhibit A.**

Section 2. The levy of the non-ad valorem assessments is needed to

fund the cost of road maintenance within the incorporated area of the City.

Section 3. Upon adoption, the City Clerk is directed to send a certified copy of this Resolution, together with proof of publication and copies of the newspaper advertisements, by United States mail to the Florida Department of Revenue, the Alachua County Tax Collector, and the Alachua County Property Appraiser by January 10, 2027.

Section 4. This Resolution shall become effective immediately upon adoption.

ADOPTED by affirmative vote of a majority of a quorum present of the Newberry City Commission at its Regular Meeting on November 23, 2026.

CITY OF NEWBERRY, FLORIDA

_____
Timothy R. Marden, Mayor

ATTEST, BY THE CLERK OF THE
CITY OF NEWBERRY, FLORIDA

_____
Randa Paul, City Clerk

Approved as to form and legality

_____
City Attorney's Office

October 22, 2026

Legal Description

City of Newberry Municipal Boundary, Alachua County, Florida

A portion of Township 8 South, Range 17 East; Township 9 South, Range 17 East; Township 10 South, Range 17 East; Township 11 South, Range 17 East; Township 9 South, Range 18 East; and Township 10 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Begin at the southwest corner of Section 6, Township 9 South, Range 17 East, Alachua County, Florida and run thence northerly along the West line of said Section 6, a distance of 5320 feet, more or less, to the northwest corner of said Section 6 and to the southwest corner of Section 31, Township 8 South, Range 17 East, Alachua County, Florida; thence easterly, along the South line of said Section 31, 15 feet to a point on the East Right of Way line of County Road 2085 (NW 298th Street); thence northerly along said East Right of Way line of County Road 2085, a distance of 3990 feet, more or less, to a point on the North line of the South 1/2 of the Northwest 1/4 of said Section 31; thence easterly, along said North line and along the North line of the South 1/2 of the Northeast 1/4 of said Section 31, a distance of 5261 feet, more or less, to the northeast corner of said South 1/2 of the Northeast 1/4; thence southerly, 1329 feet, more or less, to the southeast corner of said South 1/2 of the Northeast 1/4 and to the northwest corner of the Southwest 1/4 of Section 32, Township 8 South, Range 17 East, Alachua County, Florida; thence easterly, 5274 feet, more or less, to the northeast corner of the North 1/2 of the Southeast 1/4 of said Section 32; thence southerly, 1304 feet, more or less, to the southeast corner of said North 1/2 of the Southeast 1/4 ; thence westerly, 1642 feet, more or less, to the northeast corner of the West 3/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 32; thence southerly, 1308 feet, more or less, to the southeast corner of said West 3/4 of the Southwest 1/4 of the Southeast 1/4; thence westerly, along the South line of said Section 32, a distance of 985 feet, more or less, to the northeast corner of the Northwest 1/4 of Section 5, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly, along the East line of said Northwest 1/4, a distance of 2656 feet, more or less, to a point on the North Right of Way line of County Road NW 30-B (NW 86th Avenue); thence westerly, along said North Right of Way line, 2703 feet, more or less, to a point on the West Right of Way line of County Road NW 3 (NW 282nd Street); thence southerly, along said West Right of Way line, 2748 feet, more or less, to a point on the South Right of Way line of County Road 232 (NW 78th Avenue); thence easterly, along said South Right of Way line, 1372 feet, more or less, to a point on the East line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly, 2596 feet, more or less, to the southeast corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 8; thence easterly, 3955 feet, more or less, to the northeast corner of the East 1/2 of the Southwest 1/4 of said Section 8 and a point on the West line of Section 9, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, 2629 feet, more or less, to the northwest corner of said Section 9 and to the southwest corner of Section 4, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, along the West line of said Section 4, 40.04 feet to a point on the North Right of Way line of County Road 232; thence easterly, along said North Right of Way line, 24.03 feet to a point on the East Right of Way line of County Road NW 5 (NW 266th Street); thence northerly along said East Right of Way line, 4990 feet, more or less, to the southwest corner of Lot 3 as recorded in Official Records Book 4717, page 2203 of the Public Records of Alachua County, Florida; thence northerly, along said East Right of Way line, 301.21 feet to the beginning of a curve, concave southeast, having a radius of 75.00 feet; thence northeasterly, along said East Right of Way line and along the arc of said curve, 118.49 feet to a point on the South Right of

Way line of NW 94th Avenue; thence easterly, along said South Right of Way line, 5118 feet, more or less, to a point on the West Right of Way line of State Road No. 45; thence southerly along said West Right of Way line, 2611 feet, more or less, to a point on the South line of the North 1/2 of said Section 4; thence westerly, along said South line, 2574 feet, more or less, to the northeast corner of the Southwest 1/4 of said Section 4; thence southerly along the East line of said Southwest 1/4 and the southerly projection thereof, 2693 feet, more or less, to a point on the South Right of Way line of County Road 232; thence easterly, along said South Right of Way line, 1888 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 3519, page 119 of the Public Records of Alachua County, Florida; thence continue easterly, along said South Right of Way line, 642.29 feet to the beginning of a curve, concave southwest, having a radius of 50.00 feet; thence southeasterly, along said South Right of Way line and along the arc of said curve, 79.26 feet to the end of said curve and to a point on said West Right of Way line of State Road No. 45; thence southerly along said West Right of Way line, 573.64 feet to the southeast corner of said certain parcel of land (Official Records Book 3519, page 119); thence westerly along the South line of said certain parcel of land and the westerly extension thereof, 769.77 feet to a corner on the East line of that certain parcel of land as recorded in Official Records Book 2781, page 447 of said Public Records; thence southerly, 400.16 feet to a corner on the East line of said certain parcel of land (Official Records Book 2781, page 447); thence westerly, 515.56 feet to a corner on said East line of said certain parcel of land; thence southerly, 901.85 feet to the southeast corner of said certain parcel of land (Official Records Book 2781, page 447); thence westerly, along the South line of said certain parcel of land and the westerly extension thereof, 1939 feet, more or less, to a point on the West Right of Way line of the CSX Railroad; thence southerly, along said West Right of Way line of the CSX Railroad, 683 feet, more or less, to a point on the North line of the South 1/2 of Section 9, Township 9 South, Range 17 East, Alachua County, Florida; thence easterly, along said North line of the South 1/2, a distance of 3200 feet, more or less, to a point on said West Right of Way line of State Road No. 45; thence southerly, along said West Right of Way line, 2120 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 4503, page 2230 of the Public Records of Alachua County, Florida; thence westerly, 252.39 feet to the southwest corner of said certain parcel of land; thence northerly, 512.91 feet to the northwest corner of said certain parcel of land and to a point on the North line of Bobar Farms, an unrecorded subdivision; thence westerly, along said North line and along the South line of Velma Farms, a subdivision as per plat thereof, recorded in Plat Book 22, page 1 of said Public Records of Alachua County, Florida, 1012 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 4922, page 1183 of said Public Records; thence southerly, along the West line of said certain parcel of land and the southerly extension thereof, 1065 feet, more or less, to a point on the South Right of Way line of County Road NW 34 (NW 62nd Avenue); thence easterly, along said South Right of Way line, 1292 feet, more or less, to a point on said West Right of Way line of State Road No. 45; thence southerly, along said West Right of Way line, 1469 feet, more or less, to a point on the westerly projection of the South line of the North 167 feet of the South Half of the Northwest Quarter of Section 15, Township 9 South, Range 17 East, Alachua County, Florida; thence easterly, along said westerly projection of and along said South line of the North 167 feet, a distance of 184 feet, more or less, to a point on the East Right of Way line of State Road No. 45; thence northerly, along said East Right of Way line, 167 feet, more or less, to a point on the North line of said South Half of the Northwest Quarter; thence easterly, along said North line, 2509 feet, more or less, to the northeast corner of said South Half of Northwest Quarter; thence southerly, 1324 feet, more or less, to the northwest corner of the Southeast 1/4 of said Section 15; thence easterly, along the North line of said Southeast 1/4, a distance of 1364.28 feet to the northeast corner of that certain parcel of land as recorded in Official Records Book 4976, page 880 of the Public Records of Alachua County, Florida; thence southerly, 348.19 feet to the southeast corner of said certain parcel of land; thence westerly, 1372.71 feet to the southwest corner of said certain parcel

of land and to a point on the East line of the North Half of the Southwest Quarter of said Section 15; thence southerly, 2301 feet, more or less, to the southeast corner of the Southwest 1/4 of said Section 15 and to the northeast corner of the Northwest 1/4 of Section 22, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly, 2631 feet, more or less, to the southeast corner of said Northwest 1/4; thence westerly, along the South line of said Northwest 1/4, a distance of 2634 feet, more or less to a point on the West Right of Way line of State Road No. 45; thence southerly, along said West Right of Way line, 1323 feet, more or less, to a point on the North line of the South 1/2 of the Southwest 1/4 of said Section 22; thence easterly, along said North line, 1399 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 5266, page 47 of the Public Records of Alachua County, Florida; thence South 20 degrees East, more or less, 906 feet, more or less to the southwest corner of said certain parcel of land and to a point on the North line of Newberry Hills, a subdivision as per plat thereof, recorded in Plat Book L, page 86 of the Public Records of Alachua County, Florida; thence easterly, 122.67 feet to the southeast corner of said certain parcel of land and to the northeast corner of Lot 15 of said Newberry Hills; thence southerly, 401.88 feet to the southeast corner of said Lot 15; thence westerly, 195.34 feet to the southwest corner of said Lot 15; thence northerly, 401.58 feet to the northwest corner of said Lot 15; thence westerly, along the North line of said Newberry Hills, 837.47 feet to a corner on the East line of Lot 6 of said Newberry Hills; thence northerly, 530.05 feet to the northeast corner of Lot 3 of said Newberry Hills; thence westerly, along the North line of said Lot 3, and the westerly extension thereof, 784 feet, more or less, to a point on the West Right of Way line of State Road No. 45; thence southerly, along said West Right of Way line, 639 feet, more or less, to a point on the westerly extension of the South line of Lot 6 oi said Newberry Hills; thence easterly, along said westerly extension and along the South line of said Lot 6, a distance of 484 feet, more or less, to the northeast corner of Lot 8 of said Newberry Hills; thence southerly, along the east line of Lot 8 and the southerly extension thereof, and along the East line of Lot 32 of said Newberry Hills, 660 feet, more or less, to the southeast corner of said Lot 32; thence easterly, along the South line of said Newberry Hills, 300.00 feet to the southeast corner of Lot 30 of said Newberry Hills; thence northerly, 290.40 feet to the northeast corner of said Lot 30 and to a point on the South Right of Way line of County Road NW-38 (NW 32nd Avenue); thence easterly, along said South Right of Way line, 80.00 feet to the northwest corner of Lot 29 of said Newberry Hills; thence southerly, 290.40 feet to the southwest corner of said Lot 29; thence easterly, along the South line of said Newberry Hills, 1813.83 feet to the southeast corner of Lot 19 of said Newberry Hills and to the southeast corner of said Newberry Hills; thence northerly, along the East line of said Newberry Hills, 305.42 feet to the northeast corner of said Newberry Hills and the northwest corner of the North 1/2 of the Northeast 1/4 of Section 27, Township 9 South, Range 17 East, Alachua County, Florida; thence easterly, along the North line of said North 1/2 of the Northeast 1/4, a distance of 1287 feet, more or less, to the southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence northerly, along the West line of the East 1/2 of the Southeast 1/4 and the West line of the East 1/2 of the Northeast 1/4 of said Section 22, a distance of 5238 feet, more or less to the northwest corner of said East 1/2 of the Northeast 1/4 of said Section 22; thence easterly, 1291 feet, more or less, to the northeast corner of said Section 22, said northeast corner being the southwest corner of Section 14, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, along the West line of said Section 14, a distance of 250 feet; thence easterly, 322 feet; thence southerly, parallel with said West line 250 feet to a point on the South line of said Section 14; thence easterly, 2366 feet, more or less, to the southwest corner of the Southeast 1/4 of said Section 14; thence northerly, along the West line of said Southeast 1/4 and the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 14, a distance of 3975 feet, more or less, to the northwest corner of said Southwest 1/4 of the Northeast 1/4; thence easterly, 2631 feet, more or less, to the northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 14; thence southerly ,along the East line of said Section 14 and along the West line of Section 13, Township 9 South, Range 17

East, Alachua County, Florida, 2651 feet, more or less, to the northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 13; thence easterly, along the North line of said Southwest 1/4 of the Southwest 1/4 and along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 13, a distance of 2457 feet, more or less, to a point on the Northwest line of the CSX Railroad Right of Way; thence southwesterly, along said Northwest line of the CSX Railroad Right of Way, 2120 feet, more or less, to a point on the West line of the East 1/2 of the Northwest 1/4 of Section 24, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly, along said West line, 443 feet, more or less, to a point on the Southeast Right of Way line of State Road No. 235; thence northeasterly, along said Southeast Right of Way line, 1019 feet, more or less, to a point on the South Right of Way line of County Road NW 36 (NW 46th Avenue); thence easterly, along said South Right of Way, 3427 feet, more or less, to a point on the West Right of Way line of NW 202nd Street; thence southerly, along said West Right of Way line, 1298 feet, more or less, to a point on the westerly extension of the North line of the South 1/2 of the Northwest 1/4 of Section 19, Township 9 South, Range 18 East, Alachua County, Florida; thence easterly, along said westerly extension and along said North line, 2729 feet, more or less, to the northeast corner of said South 1/2 of the Northwest 1/4; thence southerly, 2655 feet, more or less, to the southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 19; thence westerly, 1341 feet, more or less, to the northeast corner of the South 1/2 of the West 1/2 of the Southwest 1/4 of said Section 19; thence southerly, 1315 feet, more or less, to the southeast corner of said South 1/2 of the West 1/2 of the Southwest 1/4 and to the northwest corner of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 9 South, Range 18 East, Alachua County, Florida; thence easterly, 669 feet, more or less, to the northeast corner of said Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4; thence southerly, 668 feet, more or less, to the southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4; thence westerly, along the South line of said Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and along the South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 30, a distance of 1967 feet, more or less, to a point on the East Right of Way line of NW 202nd Street; thence northerly, along said East Right of Way line, 860 feet, more or less, to a point on the easterly extension of the South line of Section 24, Township 9 South, Range 17 East, Alachua County, Florida; thence westerly, along said easterly extension and said South line of Section 24, a distance of 5356 feet, more or less, to the southwest corner of said Section 24 and to the southeast corner of Section 23, Township 9 South, Range 17 East, Alachua County, Florida; thence westerly, along the South line of said Section 23, a distance of 1811 feet, more or less, to a point on the northwest line of the CSX Transportation Right of Way; thence southwest, along said northwest line of the CSX Railroad Right of Way, 3883 feet, more or less, to a point on the South line of the North 575 feet of the North 1/2 of the Southwest 1/4 of Section 26, Township 9 South, Range 17 East, Alachua County, Florida; thence westerly, along said South line, 944 feet, more or less, to the East line of the West 410 feet of said North 575 feet of the North 1/2 of the Southwest 1/4; thence northerly, along said East line, 575 feet to a point on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 26; thence westerly, along said South line, 410 feet to the southwest corner of said Southwest 1/4 of the Northwest 1/4 and to the northeast corner of the Southeast 1/4 of Section 27, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly, 2660 feet, more or less, to the southeast corner of said Section 27; thence westerly, 2655 feet, more or less, to the southwest corner of said Southeast 1/4 of Section 27 and to the northwest corner of the Northeast 1/4 of Section 34, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly along the West line of said Northeast 1/4, 750 feet, more or less, to a point on the North line of that certain parcel of land as recorded in Official Records Book 5105, page 313 of the Public Records of Alachua County, Florida; thence westerly, 34.60 feet to the northwest corner of said certain parcel of land; thence southerly, 607.81 feet to the southwest corner of said certain parcel of land; thence easterly, along the South line of said certain parcel of land, 51.79 feet to the northwest corner of

the South 1/2 of the Northeast 1/4 of said Section 34; thence southerly, 1361 feet, more or less, to the southwest corner of said South 1/2 of the Northeast 1/4; thence easterly, along the South line of said South 1/2 of the Northeast 1/4, a distance of 830.70 feet to a point on the northwest line of the CSX Railroad Right of Way; thence southwesterly, along said northwest line of the CSX Railroad Right of Way, 813.93 feet to a point on the North line of the South 1/2 of the North 1/2 of the Southeast 1/4 of said Section 34; thence easterly, along said North line, 662 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 5138, page 912 of the Public Records of Alachua County, Florida; thence southerly, 679.54 feet to the southeast corner of said certain parcel of land and to a point on the South line of the South 1/2 of the North 1/2 of the Southeast 1/4 of said Section 34; thence easterly, along said South line, 320.75 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 2006, page 1386 of the Public Records of Alachua County, Florida; thence northerly, 678.81 feet to the northwest corner of said certain parcel of land; thence easterly, along the North line of said South 1/2 of the North 1/2 of the Southeast 1/4, a distance of 642.55 feet to the northeast corner of that certain parcel of land as recorded in Official Records Book 5238, page 391 of said Public Records; thence southerly, along the East line of said certain parcel of land, 339.05 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 2904, page 634 of said Public Records; thence easterly, 643.93 feet to the northeast corner of said certain parcel of land and to a point on the East line of said Section 34; thence northerly, along said East line of Section 34, a distance of 2367 feet, more or less, to the northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 35, Township 9 South, Range 17 East, Alachua County, Florida; thence easterly, along the North line of the South 1/2 of the Northwest 1/4 of said Section 35, a distance of 2639 feet, more or less, to the northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence southerly, along the East line of the West 1/2 of said Section 35, a distance of 1343 feet, more or less, to a corner on the North line of that certain parcel of land as recorded in Official Records Book 910, page 659 of said Public Records; thence easterly, along said North line, 2323 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 2364, page 2616 of said Public Records of Alachua County, Florida; thence southerly, 984.25 feet to the southwest corner of said certain parcel of land; thence easterly, 213.25 feet to the southeast corner of said certain parcel of land and to a point on the East line of that certain parcel of land as recorded in Official Records Book 3058, page 485 of said Public Records; thence southerly, along said East line, 1626 feet, more or less, to a point on the North Right of Way line of State Road No. 26; thence easterly, along said North Right of Way line, 105 feet, more or less, to a point on the West line of Section 36, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, along said West line, 3881 feet, more or less, to the northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 36; thence easterly, 2639 feet, more or less, to the northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 36; thence southerly, 1321 feet, more or less, to the northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 36; thence easterly, 1317 feet, more or less, to the northeast corner of said Northwest 1/4 of the Southeast 1/4; thence southerly, 1322 feet, more or less, to the southwest corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence easterly, along the South line of said South 1/2, a distance of 614.55 feet to the southwest corner of the East 700 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence northerly, along the West line of said East 700 feet, 330 feet to the northwest corner of the South 330 feet of said East 700 feet; thence easterly, 700 feet to the northeast corner of said South 330 feet of the East 700 feet and to a point on the East line of said Section 36; thence northerly, along the East line of said Section 36, a distance of 1636 feet, more or less, to the southeast corner of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 36; thence westerly, 1318 feet, more or less, to the southwest corner of said North 1/2; thence northerly, 659 feet, more or less, to the northwest corner of said North 1/2; thence easterly, along the North line of said North 1/2, a distance of 1279 feet, more or less, to a point

on the West Right of Way line of County Road NW 13 (NW 202nd Street, 80' Right of Way); thence southerly, along said West Right of Way line, 151 feet, more or less, to the westerly extension of the South line of that certain parcel of land as recorded in Official Records Book 1765, page 1797 of the Public Records of Alachua County, Florida; thence easterly, along said westerly extension and along said South line, 310.50 feet to the southeast corner of said certain parcel of land; thence northerly, 226.84 feet to the northeast corner of said certain parcel of land; thence westerly, along the North line of said certain parcel of land, 230.50 feet to a point on the East Right of Way line of said county Road NW 13; thence northerly, along said East Right of Way line, 1007 feet, more or less, to a point on the North line of Section 31, Township 9 South, Range 18 East, Alachua County, Florida; thence easterly, along said North line of Section 31, 1623 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 5195, page 1894 of said Public Records; thence southerly, 663.32 feet to the southwest corner of said certain parcel of land and to a point on the South line of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence easterly, along said South line, 343.12 feet to the southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4; thence northerly, 663.30 feet to the northeast corner of said Northwest 1/4 of the Northeast 1/4 of the northwest 1/4; thence easterly, along the North line of said Section 31, 3324 feet, more or less, to the northeast corner of said Section 31 and the northwest corner of Section 32, Township 9 South, Range 18 East, Alachua County, Florida; thence easterly, 2690 feet, more or less, to the northeast corner of the East 1/2 of the Northwest 1/4 of said Section 32; thence southerly, along the East line of said East 1/2, a distance of 2037 feet to the northwest corner of the South 570 feet of the Northeast 1/4 of said Section 32; thence easterly, along the North line of said South 570 feet, 2654 feet, more or less, to a point on the West Right of Way line of County Road NW 17 (NW 170 Street); thence southerly, along said West Right of Way line, 150 feet to a point on the North line of that certain parcel of land as recorded in Official Records Book 915, page 614 of the Public Records of Alachua County, Florida; thence westerly, 380 feet to the northwest corner of said certain parcel of land; thence southerly, along the West line of said certain parcel of land and the southerly extension thereof, 420 feet to a point on the South line of the Northeast 1/4 of said Section 32; thence easterly, along said South line of the Northeast 1/4, 380 feet to a point on said West Right of Way line; thence southerly, along said West Right of Way line of County Road NW 17, a distance of 869 feet, more or less, to a point on the westerly extension of the South line of the North 869.70 feet of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 9 South, Range 18 East, Alachua County, Florida; thence easterly, along said westerly extension and said South line, 1380 feet, more or less, to a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 33; thence southerly, along said East line, 1154 feet, more or less, to a northeast corner of Parkwest Estates Unit No. 1, a subdivision as per plat thereof, recorded in Plat Book 26, page 92 of the Public Records of Alachua County, Florida; thence West, North, West, North and West, along the North boundary of said Parkwest Estates Unit No. 1, through the following 5 courses: 1) westerly, 176.58 feet, 2) northerly, 83.01 feet, 3) westerly, 80.00 feet, 4) northerly, 167.85 feet, 5) westerly, 876.07 feet to a point on the East boundary of Parkwest Estates Unit No. 1, Replat of Lots 12, 13, 14 and 15, a subdivision as per plat thereof, recorded in Plat Book 28, page 16 of said Public Records; thence northerly, along said East boundary, 658.54 feet to the northeast corner of said Parkwest Estates Unit No. 1, Replat of Lots 12, 13, 14 and 15; thence westerly, along the North boundary of said Replat (Plat Book 28, page 16), 141.62 feet to the beginning of a curve, concave southeasterly, having a radius of 25.00 feet; thence southwesterly, along said North boundary and along the arc of said curve, 39.20 feet to a point on the East Right of Way line of said County Road NW 17; thence southerly, along said East Right of Way line, 2 feet, more or less, to a point on the easterly extension of the North line of that certain parcel of land as recorded in Official Records Book 984, page 8 of said Public Records; thence westerly, along said easterly extension and said North line, 375 feet, more

or less, to the northwest corner of said certain parcel of land; thence southerly, 147.58 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 9 South, Range 18 East, Alachua County, Florida; thence westerly, along said South line, 268 feet, more or less, to the northerly extension of the East line of that certain parcel of land as recorded in Official Records Book 1688, page 2993 of the Public Records of Alachua County, Florida; thence southerly, along said northerly extension and said East line of said certain parcel of land, 595 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 5252, page 2040 of said Public Records; thence easterly, along the North line of said certain parcel of land and the easterly extension thereof, 563 feet to a point on the West Right of Way line of County Road NW 17; thence southerly, along said West Right of Way line, 345 feet, more or less, to a point on the westerly extension of said South boundary of said Parkwest Estates Unit No. 1 (Plat Book 26, page 92); thence easterly, along said westerly extension and said South boundary, 901.97 feet, to the southeast corner of Lot 6 of said Parkwest Estates Unit No. 1: thence southerly, 300.26 feet to the southwest corner of Lot 3 of said Parkwest Estates Unit No. 1 and to a point on the North Right of Way line of State Road No. 26; thence westerly, along said North Right of Way line, 1588 feet, more or less, to a point on the northerly extension of the East line of that certain parcel of land, as recorded in Official Records Book 4786, page 2390 of the Public Records of Alachua County, Florida; thence southerly, along said northerly extension and along said East line, 382 feet, more or less, to the southeast corner of said certain parcel of land; thence westerly, along the South line of said certain parcel of land, 410 feet, more or less, to a corner of said certain parcel of land; thence southerly, 67.79 feet to a corner on said South line of said certain parcel of land; thence westerly, 210 feet to the southwest corner of said certain parcel of land; thence southerly, along the West line of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 10 South, Range 18 East, Alachua County, Florida, 486 feet, more or less, to the southeast corner of that certain parcel of land as described in Official Records Book 5105, page 2129 of said Public Records; thence westerly, along the South line of said certain parcel of land, along the South line of that certain parcel of land as recorded in Official Records Book 1140, page 43 of said Public Records and along the South line of that certain parcel of land as recorded in Official Records Book 3492, page 448 of said Public Records, 505 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 1698, page 1 of said Public Records; thence southerly, 420 feet to the southwest corner of said certain parcel of land; thence easterly, 210 feet to the southeast corner of said certain parcel of land; thence northerly, along the East line of said certain parcel of land, 124 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Deed Book 308, page 195 of said Public Records; thence easterly, along the South line of said certain parcel of land, 295.16 feet to the southeast corner of said certain parcel of land and to a point on the East line of Lot 7 of the Estate of Miligan Hurst, a subdivision as per plat thereof, recorded in Plat Book A, page 118 of the Public Records of Alachua County, Florida; thence southerly, along said East line of said Lot 7, a distance of 12 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 5136, page 2648 of said Public Records; thence westerly, 210 feet to the northwest corner of said certain parcel of land; thence southerly, along the West line of said certain parcel of land, and the West line of that certain parcel of land as recorded in Official Records Book 2107, page 1035 of said Public Records, 630 feet to the southwest corner of said certain parcel of land and to a point on the South Line of Lot 8 of said Estate of Miligan Hurst; thence westerly, 1127 feet, more or less, to the southwest corner of said Lot 8 and to a point on the East line of the Northwest 1/4 of said Section 5, Township 10 South, Range 18 East; thence southerly, 824 feet, more or less, to the southeast corner of said Northwest 1/4 and to the southwest corner of the Northeast 1/4 of said Section 5, and to the northwest corner of Barrington Replat, a subdivision as per plat thereof, recorded in Plat Book 39, page 88 of said Public Records; thence easterly, along the North line of said Barrington Replat and along the North line of Barrington, a subdivision as per plat thereof, recorded in Plat Book 38, page 85 of said Public Records,

1997.20 feet, to the northeast corner of said Barrington; thence southerly, along the East line of said Barrington, 1330.26 feet to a corner of said Barrington; thence easterly, along said East line, 621.92 feet to a corner of Barrington on the West Right of Way line of County Road No. 241 (S.W. 170th Street; thence southerly, along the East line of Barrington and along said West Right of Way line, 998 feet, more or less, to a point on the westerly extension of the North line of that certain parcel of land as described in Official Records Book 5199, page 142 of the Public Records of Alachua County, Florida; thence easterly, along said westerly extension and along the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 10 South, Range 18 East, Alachua County, Florida, 687 feet, more or less, to the northeast corner of said South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4; thence southerly, along the East line of said South 1/2, a distance of 293 feet, more or less, to a point on the North Right of Way line of S.W. 15th Avenue; thence westerly, along said North Right of Way line, 686 feet, more or less, to a point on the West Right of Way line of County Road 241 (S.W. 170th Street); thence southerly along said West Right of Way line, 2320 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 4759, page 1453 of the Public Records of Alachua County, Florida; thence westerly, 1275.07 feet to the northwest corner of said certain parcel of land and to a point on the West line of the East 1/2 of the Northeast 1/4 of Section 8, Township 10 South, Range 18 East, Alachua County, Florida; thence southerly, 330.58 feet to the southwest corner of said East 1/2 of the Northeast 1/4; thence continue southerly, along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8, a distance of 505 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 5127, page 1642 of said Public Records; thence easterly, 575.00 feet to the northeast corner of said certain parcel of land; thence southerly, 495.82 feet to the southeast corner of said certain parcel of land and to a point on the North line of the South 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence easterly, along said North line, 699.59 feet to a point on the West Right of Way line of County Road No. 241; thence southerly, along said West Right of Way line, 330 feet, more or less, to a point on the South line of said Northeast 1/4 of the Southeast 1/4 of said Section 8; thence westerly, along said South line, 1274 feet, more or less, to the southwest corner of said Northeast 1/4 of the Southeast 1/4; thence southerly, along the East line of the West 1/2 of the Southeast 1/4 of said Section 8, a distance of 1273 feet, more or less, to a point on the North Right of Way line of County Road SW 30 (SW 30th Avenue); thence westerly, along said North Right of Way line, 800 feet ,more or less, to a point on the northerly extension of the West line of that certain parcel of land as recorded in Official Records Book 4282, page 2206 of the Public Records of Alachua County, Florida; thence southerly along said northerly extension and along said West line, 380 feet, more or less, to the southwest corner of said certain parcel of land; thence easterly, along the South line of said certain parcel of land, 800.00 feet to the southeast corner of said certain parcel of land and to a point on the East line of the West 1/2 of the Northeast 1/4 of Section 17, Township 10 South, Range 18 East, Alachua County, Florida; thence southerly, along said East line, 2301 feet, more or less, to the northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 17; thence continue southerly, 1320 feet, more or less to the southwest corner of said Northeast 1/4 of the Southeast 1/4; thence easterly, along the South line of said Northeast 1/4 of the Southeast 1/4, a distance of 1266 feet, more or less, to a point on said West Right of Way line of County Road No. 241; thence southerly, along said West Right of Way line, 1279 feet, more or less, to a point on the North Right of Way line of County Road SW 28 (SW 45th Avenue); thence westerly, along said North Right of Way line, 1590 feet, more or less, to a point on the West line of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence northerly, 1281 feet, more or less, to the northwest corner of said East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4; thence westerly, 980 feet, more or less, to the northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence southerly, along the West line of said Southwest 1/4 of the Southeast 1/4, a distance of 1282 feet, more or less, to a

point on said North Right of Way line of County Road SW 28; thence westerly, along said North Right of Way line, 2554 feet, more or less, to a point on the East Right of Way line of County Road SW 15 (S.W. 166th Street), and to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet; thence northwesterly, along said East Right of Way line, and along the arc of said curve, 38.85 feet, more or less, to the end of said curve; thence northerly, along said East Right of Way line, 403 feet, more or less, to a point on the easterly extension of the South line of that certain parcel of land as recorded in Official Records Book 1187, page 466 of the Public Records of Alachua County, Florida; thence westerly, along said easterly extension and along said South line, 270 feet, more or less, to the southwest corner of said certain parcel of land; thence northerly, 214.21 feet to the northwest corner of said certain parcel of land; thence easterly, along the North line of said certain parcel of land and the easterly extension thereof, 270 feet, more or less, to a point on said East Right of Way line of County Road SW 15; thence northerly, along said East Right of Way line, 642 feet, more or less, to a point on the easterly extension of the South line of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 10 South, Range 18 East, Alachua County, Florida; thence westerly, 1346 feet, more or less, to the southwest corner of said Northeast 1/4 of the Southeast 1/4; thence northerly, along the West line of said Northeast 1/4 of the Southeast 1/4, a distance of 662.03 feet to the northwest corner of the South 1/2 of said Northeast 1/4 of the Southeast 1/4; thence easterly, along the North line of said South 1/2 and the easterly extension thereof, 1345 feet, more or less, to a point on said East Right of Way line of County Road SW 15; thence northerly, along said East Right of Way line, 3273 feet, more or less, to a point on the South Right of Way line of County Road SW 30 (S.W. 30th Avenue); thence easterly, along said South Right of Way line, 626 feet, more or less, to a point on the southerly extension of the West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 10 South, Range 18 East, Alachua County, Florida; thence northerly, 1365 feet, more or less, to the northwest corner of said East 1/2; thence westerly, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 8, a distance of 657 feet, more or less, to a point on the West line of said Section 8; thence northerly, along said West line, 200.35 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 4677, page 212 of the Public Records of Alachua County, Florida; thence easterly, 1305.76 feet to the northeast corner of said certain parcel of land; thence southerly, 200.33 feet to the southeast corner of said certain parcel of land and to a point on said South line of the Northwest 1/4 of the Southwest 1/4; thence easterly, 3 feet, more or less, to the northeast corner of said East 1/2 and the southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 8; thence northerly, along the West line of said Northeast 1/4 of the Southwest 1/4 and along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, 2650 feet, more or less, to the southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence westerly, along the South line of said Northwest 1/4 of the Northwest 1/4 and the westerly extension thereof, 1355 feet, more or less, to a point on the West Right of Way line of County Road SW 15 (S.W. 186th Street); thence southerly, along said West Right of Way line, 114 feet, more or less to a corner on said West Right of Way line; thence westerly, 10.00 feet to a corner on said West Right of Way line; thence southerly, along said West Right of Way line, 3824 feet, more or less, to a point on the North Right of Way line of County Road SW 30 (S.W. 30th Avenue); thence westerly, along said North Right of Way line, 4767 feet, more or less, to a point on the northerly extension of the West line of the East 2/3's of the West 1/2 of the Northwest 1/4 of Section 18, Township 10 South, Range 18 East, Alachua County, Florida; thence southerly, 2682 feet, more or less, to the southwest corner of said East 2/3's and to a point on the South line of the Northwest 1/4 of said Section 18; thence westerly, 438 feet, more or less, to the northwest corner of the Southwest 1/4 of said Section 18; thence westerly, along the North line of Section 13, Township 10 South, Range 17 East, Alachua County, Florida, 25 feet, more or less, to a point on the West Right of Way line of County Road SW 13 (S.W. 202nd Street); thence southerly, along said West Right of Way line, 2642 feet, more or less, to a point on the South line of Section 13, Township

10 South, Range 17 East, Alachua County, Florida; thence continue southerly, along said West Right of Way line, 5298 feet, more or less, to a point on the South line of Section 24, Township 10 South, Range 17 East; thence continue southerly, along said West Right of Way line, 5267 feet, more or less, to a point on the South line of Section 25, Township 10 South, Range 17 East, Alachua County, Florida; thence continue southerly, along said West Right of Way line, 347 feet, more or less, to a point on the South line of the North 347 feet of Section 36, Township 10 South, Range 17 East, Alachua County, Florida; thence westerly, along said South line, 874 feet, more or less, to a point on the East line of the West 417 feet of the Northeast 1/4 of the Northeast 1/4 of said Section 36; thence southerly, along said East line, 123 feet, more or less, to a point on the South line of the North 470 feet of said Northeast 1/4 of the Northeast 1/4; thence westerly, 342 feet, more or less, to a point on the East line of the West 75 feet of said Northeast 1/4 of the Northeast 1/4; thence southerly, along said East line of the West 75 feet, 852 feet, more or less, to a point on the South line of said Northeast 1/4 of the Northeast 1/4; thence easterly, along the South line of said Northeast 1/4 of the Northeast 1/4, a distance of 941 feet, more or less, to the southwest corner of the East 300 feet of said Northeast 1/4 of the Northeast 1/4; thence northerly, along the West line of said East 300 feet, 660 feet, more or less, to the South line of the North 660 feet of said Northeast 1/4 of the Northeast 1/4; thence easterly, along said South line, 90 feet to the southwest corner of the East 210 feet of the North 660 feet of said Northeast 1/4 of the Northeast 1/4; thence northerly, along the West line of said East 210 feet, a distance of 210 feet to a point on the South line of the North 450 feet of said Northeast 1/4 of the Northeast 1/4; thence easterly, along said South line of the North 450 feet, 185 feet to a point on the West Right of Way line of County Road SW 13 (S.W. 202nd Street); thence southerly, along said West Right of Way line, 1529 feet, more or less, to a point on the South line of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 10 South, Range 17 East, Alachua County, Florida; thence westerly, 1292 feet, more or less, to the southwest corner of said North 1/2; thence southerly, 661 feet, more or less, to the southwest corner of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 36; thence continue southerly, 50.2 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 4274, page 731 of the Public Records of Alachua County, Florida; thence easterly, 659 feet, more or less, to the northeast corner of said certain parcel of land and to a point on the East line of the West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 36; thence southerly, along said East line, 2564 feet, more or less, to the southeast corner of said West 1/2; thence westerly, 659 feet, more or less, to the southwest corner of said West 1/2; thence northerly, 1319 feet, more or less, to the northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence westerly, 329 feet, more or less, to the northeast corner of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence southerly, 1319 feet, more or less, to the southeast corner of said West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4; thence westerly, 329 feet, more or less, to the southwest corner of the previously last said West 1/2 of the East 1/2; thence northerly, 1318 feet, more or less, to the northwest corner of the last said West 1/2 of the East 1/2; thence westerly, 659 feet, more or less, to the northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence southerly, 1318 feet, more or less, to the southwest corner of said Southwest 1/4 of the Southeast 1/4; thence westerly, 2638 feet, more or less, to the southwest corner of said Section 36; thence westerly, 5313 feet, more or less, to the southwest corner of Section 35, Township 10 South, Range 17 East, Alachua County, Florida; thence westerly, 2612 feet, more or less, to the southeast corner of the Southwest 1/4 of Section 34, Township 10 South, Range 17 East; thence northerly, 2645 feet, more or less, to the northeast corner of said Southwest 1/4; thence westerly, along the North line of said Southwest 1/4 and the westerly extension thereof, 2648 feet, more or less, to a point on the West Right of Way line of County Road SW 1 (S.W. 250th Street); thence southerly, along said West Right of Way line, 2639 feet, more or less, to a point on the north line of Section 4, Township 11 South, Range 17 East, Alachua County, Florida; thence southerly, along said West

Right of Way line, 3695 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 3571, page 1187 of the Public Records of Alachua County, Florida; thence westerly, 290.18 feet to the northwest corner of said certain parcel of land; thence Southerly, along the West line of said certain parcel of land and the West line of the East 330 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 4, a distance of 251 feet, more or less, to a point on the North line of that certain parcel of land as recorded in Official Records Book 3571, page 1184 of the Public Records of Alachua County, Florida; thence westerly, along said North line, 3714.09 feet to a corner on said North line; thence northwesterly, along said North line, 40.05 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence northerly, 1239 feet, more or less, to the northeast corner of said Northwest 1/4 of the Southwest 1/4; thence westerly, 1343 feet, more or less, to the northwest corner of said Northwest 1/4 of the Southwest 1/4; thence southerly, 2655 feet, more or less, to the southwest corner of said Section 4 and the southeast corner of Section 5, Township 11 South, Range 17 East, Alachua County, Florida; thence westerly, 5203 feet, more or less, to the southwest corner of said Section 5 and the southeast corner of Section 6, Township 11 South, Range 17 East; thence westerly, along the South line of said Section 6, a distance of 50 feet to a point on the West Right of Way line of County Road No. 337; thence southerly, along said West Right of Way line, 4086 feet, more or less, to the westerly extension of the North line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 11 South, Range 17 East, Alachua County, Florida; thence easterly, along said westerly extension and said North line, 702 feet, more or less, to the northeast corner of said Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4; thence southerly, 681 feet, more or less, to the southeast corner of said Northwest 1/4 and to a point on the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 8 and to a point on the North line of that certain parcel of land as recorded in Official Records Book 2379, page 1380 of the Public Records of Alachua County, Florida; thence easterly, 36 feet, more or less, to the northeast corner of said certain parcel of land; thence southerly, 340.50 feet to the southeast corner of said certain parcel of land; thence westerly, along the South line of said certain parcel of land and the westerly extension thereof, 739 feet, more or less, to a point on said West Right of Way line of County Road No. 337; thence southerly, along said West Right of Way line, 340 feet, more or less, to a point on the South line of Section 7, Township 11 South, Range 17 East; thence westerly, along said South line, 5296 feet, more or less, to the southwest corner of said Section 7; thence northerly, 5323 feet, more or less, to the northwest corner of said Section 7; thence easterly, along the North line of said Section 7, a distance of 419.61 feet, to the southeast corner of Parcel 1, as recorded in Official Records Book 4943, page 1914 of the Public Records of Alachua County, Florida; thence northerly, 1352.39 feet to the northeast corner of said Parcel 1 and to a point on the North line of the South 1/4 of Section 6, Township 11 South, Range 17 East, Alachua County, Florida; thence easterly, along said North line, 1218 feet, more or less, to the southwest corner of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 6; thence northerly, 651 feet, more or less, to the northwest corner of said East 1/2; thence easterly, 1000 feet, more or less, to the northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 6; thence southerly, 651 feet, more or less, to the northwest corner of the East 1/2 of the South 1/4 of said Section 6; thence easterly, along the North line of said South 1/4 and the easterly extension thereof, 2690 feet, more or less, to a point on the East Right of Way line of County Road No. 337; thence northerly, along said East Right of Way line, 1326 feet, more or less, to a point on the easterly extension of the South line of the South 1/2 of the South 1/2 of the Northeast 1/4 of said Section 6; thence westerly, 755 feet, more or less, to the southwest corner of the East 705.50 feet of said South 1/2 of the South 1/2 of the Northeast 1/4; thence northerly, 997 feet, more or less, to the southwest corner of the North 331.48 feet of the east 705.5 feet of the North 1/2 of the South 1/2 of the Northeast 1/4 of said Section 6; thence easterly, along the South line of said North 331.48 feet, and the easterly extension thereof, 755 feet, more or less, to a point on said East Right of Way line of

County Road No. 337; thence northerly, along said East Right of Way line, 995 feet, more or less, to a point on the easterly extension of the South line of that certain parcel of land as recorded in Official Records Book 5198, page 2808 of the Public Records of Alachua County, Florida; thence westerly, 756 feet, more or less, to the southwest corner of said certain parcel of land; thence northerly, 332.69 feet to the northwest corner of said certain parcel of land; thence easterly, 656.17 feet to the northeast corner of said certain parcel of land and to a point on the West Right of Way line of County Road No. 337; thence northerly, along said West Right of Way line, 332.69 feet to a point on the South line of Section 31, Township 10 South, Range 17 East, Alachua County, Florida; thence westerly, 5265 feet, more or less, to the southwest corner of said Section 31; thence northerly, along the West line of said Section 31, a distance of 2666 feet, more or less, to the northwest corner of Parcel 3 as recorded in Official Records Book 4900, page 953 of the Public Records of Alachua County, Florida; thence easterly, along the North line of said Parcel 3, a distance of 5265 feet, more or less, to a point on the West Right of Way line of County Road No. 337; thence northerly, along said West Right of Way line, 261 feet, more or less, to a point on the westerly extension of the north line of that certain parcel of land as recorded in Official Records Book 4992, page 2377 of the Public Records of Alachua County, Florida; thence easterly, 733 feet, more or less, to the northeast corner of said certain parcel of land; thence southerly, 255.00 feet to the southeast corner of said certain parcel of land; thence westerly, 633.39 feet to the southwest corner of said certain parcel of land and to a point on the East Right of Way line of County Road No. 337; thence southerly along said East Right of Way line, 1484 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 4654, page 1824 of the Public Records of Alachua County, Florida; thence easterly, 660.63 feet to the northeast corner of said certain parcel of land; thence northerly, 164 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 3928, page 1469 of said Public Records; thence easterly, along the North line of the Southwest 1/4 of the Southwest 1/4 and along the South line of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 10 South, Range 17 East, Alachua County. Florida, 660 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 4502, page 324 of said Public Records; thence northerly, 659.81 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 4757, page 929 of said Public Records; thence easterly, 660.56 feet to the northeast corner of said certain parcel of land; thence southerly, 659.85 feet to the southeast corner of said certain parcel of land as recorded in Official Records Book 4502, page 324 and to a point on the South line of said Northeast ¼ of the Southwest 1/4; thence easterly, 590 feet, more or less, to the southeast corner of said Northeast 1/4 of the Southwest 1/4 of Section 32; thence northerly, 1319 feet, more or less, to the southeast corner of the Northwest 1/4 of said Section 32; thence westerly, along the South line of the North 1/2 ;of Section 32, a distance of 672 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 2213, page 2975 of said Public Records; thence northerly, along the West line of said certain parcel of land, 659 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 4614, page 2191 of said Public Records; thence westerly, 330.61 feet to the southwest corner of said certain parcel of land; thence northerly, 882.66 feet to the northwest corner of said certain parcel of land; thence easterly along the South line of the North 1096.55 feet of said Section 32, thence easterly, along said South line, 1257 feet, to the northeast corner of that certain parcel of land as recorded in Official Records Book 2522, page 97 of the Public Records of Alachua County, Florida; thence southerly, 552.90 feet to the southeast corner of said certain parcel of land; thence easterly, 395 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 5161, page 3183 of said Public Records; thence southerly, along the East line of said certain parcel of land, 329 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 3545, page 662 of said Public Records; thence easterly, 660.90 feet to the northeast corner of said certain parcel of land and to a point on the East line of the West 3/4 of the North 1/2 of

said Section 32; thence northerly, 1980 feet, more or less, to the northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 32; thence westerly, along the South line of Section 29, Township 10 South, Range 17 East, Alachua County, Florida, 1315 feet, more or less, to the southwest corner of the Southeast 1/4 of said Section 29; thence westerly, 2629 feet, more or less, to the southwest corner of said Section 29 and to the southeast corner of Section 30, Township 10 South, Range 17 East, Alachua County, Florida; thence westerly, 2677 feet, more or less, to the southwest corner of the Southeast 1/4 of said Section 30; thence westerly, along the South line of said Section 30, a distance of 1132.05 to the southwest corner of that certain parcel of land as recorded in Official Records Book 5054, page 433 of said Public Records; thence northerly, along the West line of said certain parcel of land, 199.83 feet to a corner of said certain parcel of land; thence westerly, 110.00 feet to a corner on said West line; thence northerly, along said West line, 2115.30 feet, to a corner of said certain parcel of land; thence westerly, along a line of said certain parcel of land, 1433.00 feet to a corner of said certain parcel of land and to a point on the West line of said Section 30; thence northerly, 307.27 feet to the northwest corner of the Southwest 1/4 of said Section 30; thence northerly, 2642 feet, more or less, to the northwest corner of said Section 30 and to the southwest corner of Section 19, Township 10 South, Range 17 East, Alachua County, Florida; thence northerly, 1327 feet, more or less, to the northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence easterly, 1340 feet, more or less, to the northeast corner of said Southwest 1/4 of the Southwest 1/4; thence northerly, along the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 19, a distance of 1297 feet, more or less, to the southeast corner of the North 30 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 19; thence westerly, along the South line of said North 30 feet, 236 feet, more or less, to a point on the East line of that certain parcel of land as recorded in Official Records Book 2615, page 110 of the Public Records of Alachua County, Florida; thence northerly, along said East line, 30 feet, more or less, to a point on the North line of said Northwest 1/4 of the Southwest 1/4; thence westerly, along said North line, 185 feet, more or less, to the northwest corner of the East 183.33 feet of said certain parcel of land as recorded in Official Records Book 2615, page 110; thence southerly, along the West line of said East 183.33 feet, a distance of 30 feet, more or less, to a point on the South line of said North 30 feet; thence westerly, along said South line, 913 feet, more or less, to a point on the West line of the Southwest 1/4 of said Section 19; thence northerly, 30 feet, more or less, to the southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 19; thence northerly, 30 feet, more or less, to the northwest corner of the South 30 feet of said Southwest 1/4 of the Northwest 1/4; thence easterly, 1335 feet, more or less, to the northeast corner of said South 30 feet; thence northerly, along the East line of said Southwest 1/4 of the Northwest 1/4, a distance of 504 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 4048, page 893 of said Public Records; thence westerly, along the South line of said certain parcel of land and the westerly extension thereof, 1333 feet, more or less, to a point on the West line of said Section 19; thence northerly, along said West line, 2078 feet, more or less, to a point on the South Right of Way line of County Road SW 28 (SW 46th Avenue); thence easterly, along said South Right of Way line, 1329 feet, more or less, to a point on the southerly extension of the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 10 South, Range 17 East, Alachua County, Florida; thence northerly, 701 feet, more or less, to the northwest corner of said South 1/2; thence easterly, 1330 feet, more or less, to the northeast corner of said South 1/2; thence southerly, along the East line of said South 1/2 and the southerly extension thereof, 702 feet, more or less, to a point on said South Right of Way line of County Road SW 28; thence easterly, along said South Right of Way line, 1329 feet, more or less, to a point on the southerly extension of the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence northerly, along said southerly extension and said West line, 1367 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 4064, page 1001 of the Public Records of Alachua County, Florida; thence westerly, 665.41 feet to the southwest corner of

said certain parcel of land; thence northerly, 663.10 feet to the northwest corner of said certain parcel of land; thence easterly, 665.93 feet to the northeast corner of said certain parcel of land and to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 18; thence northerly, along said East line, 663 feet, more or less, to a point on the South line of the Northeast 1/4 of said Section 18; thence westerly, along said South line, 160 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 4463, page 204 of the Public Records of Alachua County, Florida; thence continue westerly, along said South line, 1171.78 feet to the southwest corner of said certain parcel of land; thence northerly, 648.44 feet to the northwest corner of said certain parcel of land; thence easterly, 1138.99 feet to the northeast corner of said certain parcel of land and to a point on the West line of that certain parcel of land as recorded in Official Records Book 5252, page 1502 of said Public Records; thence northerly, along the West line of said certain parcel of land, and along the West line of that certain parcel of land as recorded in Official Records Book 4554, page 1375 of said Public Records, 1104 feet, more or less, to the northwest corner of said certain parcel of land (Official Records Book 4554, page 1375) and to the southwest corner of that certain parcel of land as recorded in Official Records Book 5053, page 543 of said Public Records; thence northerly, 886.85 feet to the northwest corner of said certain parcel of land and to a point on the North line of said Section 18; thence westerly, 1032 feet, more or less, to the northwest corner of the Northeast 1/4 of said Section 18; thence westerly, along the North line of said Section 18, a distance of 2002 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 2356, page 249 of said Public Records; thence southerly, 663.67 feet to the southeast corner of said certain parcel of land; thence westerly, along the South line of said certain parcel of land and the westerly extension thereof, 667.94 feet to a point on the West line of said Section 18; thence northerly along said West line, 331.40 feet to a point on the westerly extension of a line of said certain parcel of land; thence southeasterly, along said westerly extension and said line, 183.35 feet to a corner of said certain parcel of land; thence northeasterly, 162.50 feet to a corner on a West line of said certain parcel of land; thence northerly, along said West line, 332.05 feet to a northwest corner of said certain parcel of land and to a point on the North line of said Section 18; thence westerly, 334.14 feet to the northwest corner of said Section 18; thence northerly, along the West line of Section 7, Township 10 South, Range 17 East, Alachua County, Florida, 2028 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 3471, page 1255 of the Public Records of Alachua County, Florida; thence easterly, 1318.75 feet to the southeast corner of said certain parcel of land and to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 7; thence northerly, along said East line, 356.63 feet to the northeast corner of said certain parcel of land; thence southwesterly, 1330.49 feet to the northwest corner of said certain parcel of land and to a point on the West line of said Section 7; thence northerly, 454 feet, more or less, to the southwest corner of the Northwest 1/4 of said Section 7; thence northerly, 2657.93 feet to the northwest corner of said Section 7 and to the southwest corner of Section 6, Township 10 South, Range 17 East, Alachua County, Florida; thence northerly, along the West line of said Section 6, a distance of 2409 feet, more or less, to a point on the South Right of Way line of State Road No. 26; thence northeasterly, along said South Right of Way line, 3591 feet to the beginning of a curve, concave southerly, having a radius of 5679.58 feet; thence easterly, along said South Right of Way line and along the arc of said curve, 1796 feet, more or less, to a point on the West line of Section 5, Township 10 South, Range 17 East, Alachua County, Florida; thence southerly, 2855 feet, more or less, to the southwest corner of said Section 5; thence easterly, 1326.12 feet, more or less, to the southeast corner of the West 1/2 of the Southwest 1/4 of said Section 5; thence northerly, along the East line of said West 1/2, a distance of 1347.94 feet to the southeast corner of that certain parcel of land as recorded in Official Records Book 4144, page 926 of the Public Records of Alachua County, Florida; thence westerly, 304.95 feet to the southwest corner of said certain parcel of land; thence northerly, 1444.23 feet to the northwest corner of said certain parcel of land and to a point on said

South Right of Way line of State Road No. 26; thence easterly, along said South Right of Way line, 303.21 feet to the northeast corner of said certain parcel of land; thence southerly, along the East line of said certain parcel of land, 1227 feet, more or less, to a point on the westerly extension of the South line of that certain parcel of land as recorded in Official Records Book 4158, page 373 of said Public Records; thence easterly, 441.12 feet to the southwest corner of said certain parcel of land; thence northerly along the West line of said certain parcel of land and the northerly extension thereof, 1296 feet, more or less, to a point on the North Right of Way line of State Road No. 26; thence westerly along said North Right of Way line, 1703 feet, more or less, to the beginning of a curve, concave southerly, having a radius of 5779.58 feet; thence westerly, along said North Right of Way line and along the arc of said curve, 1872 feet, more or less, to the end of said curve; thence southwesterly, along said North Right of Way line, 2376 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 5252, page 1731 of said Public Records; thence northerly, 1070.39 feet to the northeast corner of said certain parcel of land and to a point on the former South Right of Way line of the Seaboard Coastline Railroad; thence westerly, along said former Railroad South Right of Way line, 210.22 feet to the northwest corner of said certain parcel of land; thence southerly, 1139.80 feet to the southwest corner of said certain parcel of land and to a point on said North Right of Way line of State Road No. 26; thence southwesterly, along said North Right of Way line, 525 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 3190, page 1422 of said Public Records; thence northerly, 1311.73 feet to the northwest corner of said certain parcel of land and to a point on said former Railroad South Right of Way line; thence westerly, along said former Railroad South Right of Way line, 410.86 feet to a point of the West line of said Section 6, Township 10 South, Range 17 East, Alachua County, Florida; thence northerly, 1963 feet, more or less, to the northwest corner of said Section 6 and to the southwest corner of Section 31, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, 5323 feet, more or less, to the northwest corner of said Section 31 and to the southwest corner of Section 30, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, 5323 feet, more or less, to the northwest corner of said Section 30 and to the southwest corner of Section 19, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, 5323 feet, more or less, to the northwest corner of said Section 19 and to the southwest corner of Section 18, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, 5322.67 feet to the northwest corner of said Section 18; thence easterly, 2653.92 feet to the northeast corner of the Northwest 1/4 of said Section 18; thence southerly, 2648 feet, more or less, to the southeast corner of said Northwest 1/4; thence easterly, 2627 feet, more or less, to the northeast corner of the Southeast 1/4 of said Section 18; thence southerly, along the East line of said Southeast 1/4, 2589 feet, more or less, to a point on the North Right of Way line of County Road NW 36 (NW 46th Avenue); thence westerly, along said North Right of Way line, 20 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 2023, page 1414 of the Public Records of Alachua County, Florida; thence northerly, 1451.97 feet to the northeast corner of said certain parcel of land; thence westerly, 376.97 feet to the northwest corner of said certain parcel of land; thence southerly, 234.60 feet to a corner on the West line of said certain parcel of land; thence easterly, 315.64 feet to a corner on the West line of said certain parcel of land; thence southerly, 1211.08 feet to the southwest corner of said certain parcel of land and to a point on said North Right of Way line of County Road NW 36; thence westerly, along said North Right of Way line, 3903 feet, more or less, to a point on the northerly extension of the West line of that certain parcel of land as recorded in Official Records Book 4431, page 1822 of said Public Records; thence southerly, along said northerly extension and along the West line of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 9 South, Range 17 East, Alachua County, Florida, 1374 feet, more or less, to the southwest corner of said certain parcel of land and to a point on the South line of said Northeast 1/4 of the Northwest 1/4; thence easterly, along said South line, 353.92 feet to the southeast corner of said certain parcel of land;

thence northerly, 1293.45 feet to the northeast corner of said certain parcel of land and to a point on the South Right of Way line of County Road No. 36 (NW 46th Avenue); thence easterly, along said South Right of Way line, 952.69 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 4299, page 1077 of said Public Records; thence southerly, 1292.70 feet to the southeast corner of said certain parcel of land and to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 19; thence easterly, along said South line and along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 19, a distance of 913 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 4731, page 303 of said Public Records; thence northerly, 1292.92 feet to the northwest corner of said certain parcel of land and to a point on said South Right of Way line of County Road NW 36; thence easterly, along said South Right of Way line, 354.23 feet to the northeast corner of said certain parcel of land; thence southerly, 1293.73 feet to the southeast corner of said certain parcel of land and to a point on said South line of the Northwest 1/4 of the Northeast 1/4; thence easterly, along said South line of the Northwest 1/4 of the Northeast 1/4 and along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 19, a distance of 1383.71 feet to the southeast corner of said Northeast 1/4 of the Northeast 1/4 and to a point on the West line of Section 20, Township 9 South, Range 17 East, Alachua County, Florida; thence southerly, along said West line, 455.87 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 5048, page 898 of the Public Records of Alachua County, Florida; thence easterly, 997.59 feet to the southeast corner of said certain parcel of land; thence northerly, 1750.01 feet to the northeast corner of said certain parcel of land and to a point on the South Right of Way line of County Road NW 36; thence easterly, along said South Right of Way line, 1607 feet, more or less, to a point on the East line of the Northwest 1/4 of said Section 20; thence southerly, along said East line, 1509.21 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 4617, page 2225 of said Public Records; thence easterly, 509.03 feet to the northeast corner of said certain parcel of land; thence southerly, along the East line of said certain parcel of land and along the East line of that certain parcel of land as recorded in Official Records Book 3107, page 467 of said Public Records, 1092.08 feet to the southeast corner of said certain parcel of land as recorded in Official Records Book 3107, page 467 and to a point on the South line of the Northeast 1/4 of said Section 20; thence easterly, along said South line, 463.45 feet to the southeast corner of the West 3/4 of the West 1/2 of said Northeast 1/4; thence northerly, along said East line, 1400.00 feet to the northeast corner of that certain parcel of land as recorded in Official Records Book 1717, page 1336 of the Public Records of Alachua County, Florida; thence westerly, 464.67 feet to the northwest corner of said certain parcel of land and to the southwest corner of that certain parcel of land as recorded in Official Records Book 4477, page 588 of said Public Records; thence northerly, 748.99 feet to the northwest corner of said certain parcel of land and to the southwest corner of that certain parcel of land as recorded in Official Records Book 4898, page 1458 of said Public Records; thence northerly, 455.00 feet to the northwest corner of said certain parcel of land and to a point on the South Right of Way line of County Road NW 36; thence northwesterly, 100 feet, more or less, to a point on the North Right of Way line of County Road NW 36 and to the southwest corner of that certain parcel of land as recorded in Official Records Book 2064, page 613 of said Public Records; thence northerly, 530.00 feet to the northwest corner of said certain parcel of land; thence easterly, 449.71 feet to the northeast corner of said certain parcel of land and to a point on the West line of that certain parcel of land as recorded in Official Records Book 4183, page 798 of said Public Records; thence northerly, 751.36 feet to the northwest corner of said certain parcel of land and to the southwest corner of that certain parcel of land as recorded in Official Records Book 4448, page 1806 of said Public Records; thence northerly, 955.47 feet to the northwest corner of said certain parcel of land; thence easterly, along the north line of said certain parcel of land, 112.98 feet to a corner on the West line of that certain parcel of land as recorded in Official Records Book 4789, page 352 of said Public Records; thence northerly, 378.53 feet to the

northwest corner of said certain parcel of land; thence easterly, northerly, easterly, southerly and easterly along the North line of said certain parcel of land through the following five (5) courses: 1) easterly, 323.64 feet, 2) northerly, 148.55 feet, 3) easterly, 175.33 feet, 4) southerly, 141.49 feet, 5) easterly, 1132.05 feet to the northeast corner of said certain parcel of land and to a point on the East line of Section 17, Township 9 South, Range 17 East, Alachua County, Florida; thence northerly, 2555 feet, more or less, to the northeast corner of said Section 17 and to the southeast corner of Section 8, Township 9 South, Range 17 East, Alachua County, Florida; thence westerly, along the South line of said Section 8, a distance of 1934 feet, more or less, to the southeast corner of the South 210 feet of the West 695 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 8; thence northerly, 210 feet, more or less, to the northeast corner of said South 210 feet of the West 695 feet; thence westerly, 695 feet, more or less, to the northwest corner of said South 210 feet of the West 695 feet; thence southerly, 210 feet, more or less to the southwest corner of said Southwest 1/4 of the Southeast 1/4 of said Section 8; thence westerly, 2631 feet, more or less, to the southwest corner of said Section 8; thence northerly, 2642 feet, more or less, to the northwest corner of the Southwest ¼ of said Section 8 and to the southeast corner of the Northeast 1/4 of Section 7, Township 9 South, Range 17 East, Alachua County, Florida; thence westerly, 5302 feet, more or less, to the southwest corner of the Northwest 1/4 of said Section 7; thence northerly, 2660 feet, more or less, to the northwest corner of said Section 7 and to the Point of Beginning.

LESS:

The North 594 feet of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 9 South, Range 17 East, Alachua County, Florida.

LESS:

A portion of Section 16, Township 9 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

For a point of reference commence at the Northwest corner of said Section 16 and run North 90° East along the North line of said Section 16, a distance of 1814.81 feet to the True Point of Beginning; thence continue North 90° East along the North line of said Section 16, a distance of 150.00 feet; thence run South 00° West, 290.00 feet; thence run South 90° West parallel to the North line of said Section 16, a distance of 150.00 feet; thence run North 00° East, 290.00 feet to the Point of Beginning.

LESS:

That part of the East three-quarters of the South one-half of Section 19, Township 9 South, Range 17 East, Alachua County Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest one-quarter of the Southeast one-quarter of said Section 19 and run North 1°07’05” East, 234.2 feet; thence North 89°26’43” East, 568.27 feet to the Point of Beginning; thence continue North 89°26’43” East, 743.26 feet; thence North 01°15’41” East, 1097.61 feet; thence South 89°27’55” West, 744.62 feet; thence South 01°11’24” West, 1097.83 feet to the Point of Beginning.

LESS:

A portion of the “William and Nona Brown” tract, as recorded in Official Records Book 2013, page 1174 of the Public Records of Alachua County, Florida, situated in the North 1/4 of Section 30, Township 9 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30 and run thence South 88°26’36” West, along the North line of said Section 30, a distance of 953.40 feet to the northeast corner of said “William and Nona Brown” tract and the Point of Beginning; thence continue South 88°26’36” West, along said North line, 476.70 feet to the northwest corner of said “William and Nona Brown” tract; thence South 00°51’09” West, along the West line of said “William and Nona Brown” tract, 915.31 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 4892, page 255 of said Public Records; thence North 88°13’19” East, along the North line of said certain parcel of land, 437.78 feet to a point on the westerly maintained Right of Way line of N.W. 32nd Avenue; thence South 15°09’10” East, along said westerly maintained Right of Way line, 137.44 feet to a point on the East line of said “William and Nona Brown” tract; thence North 00°54’40” East, 1047.56 feet to the Point of Beginning.

LESS:

A portion of Section 30, Township 9 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30 and run thence South 88°26’36” West, along the North line of said Section 30, a distance of 2145.15 feet to the Point of Beginning; thence North 88°26’36” East, along said North line, 210 feet; thence South 00°45’47” West, 210 feet; thence South 88°26’36” West 210 feet; thence North 00°45’47” East 210 feet to the Point of Beginning.

LESS:

A parcel of land lying in Section 34, Township 9 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 1430, page 874 of the Public Records of Alachua County, Florida.

LESS:

Parcel No. 1 of Pine Cone Country, an unrecorded subdivision lying in Section 3, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 5201, page 3590 of the Public Records of Alachua County, Florida.

LESS:

Parcel No. 3 of Pine Cone Country, an unrecorded subdivision lying in Section 3, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 5192, page 3411 of the Public Records of Alachua County, Florida.

LESS:

Parcel No. 4 of Pine Cone Country, an unrecorded subdivision lying in Section 3, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 4949, page 2277 of the Public Records of Alachua County, Florida.

LESS:

The West 320.52 feet of the East 674.04 feet of North Half (1/2) of The Northeast Quarter (1/4) of Section 2, Township 10 South, Range 17 East, Alachua County, Florida (Official Records Book 1658, page 1621 of the Public Records of Alachua County, Florida).

LESS:

A tract of land lying in Section 31, Township 9 South, Range 18 East, Alachua County, Florida, being referred to as Parcel No. 2 of an unrecorded subdivision, as recorded in Official Records Book 4272, page 539 of the Public Records of Alachua County, Florida.

LESS:

A tract of land lying in Section 31, Township 9 South, Range 18 East, Alachua County, Florida, being referred to as Parcel No. 1 of an unrecorded subdivision, as recorded in Official Records Book 4821, page 114 of the Public Records of Alachua County, Florida.

LESS:

A portion of Section 31, Township 9 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of said Section 31 and run thence North 00°34’50” West, along the West line of said Section 31, a distance of 1768.80 feet; thence South 89°36’14” East, 1459.40 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 2125, page 1036 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence North 00°34’50” West, 600.49 feet to the northwest corner of said certain parcel of land; thence South 89°52’26” East, 1197.10 feet to the northeast corner of said certain parcel of land; thence South 00°10’26” East, along the East line of the Southwest 1/4 of said Section, 1200.11 feet to the southeast corner of the North 1/2 of the Southwest 1/4 of said Section and to the southeast corner of that certain parcel of land as recorded in Official Records Book 2071, page 1688 of said Public Records; thence North 89°20’01” West, along the South line of said North 1/2, a distance of 1159.02 feet to the southwest corner of said certain parcel of land; thence North 00°34’50” West, 588.62 feet to the northwest corner of said certain parcel of land and to a point on the South line of said certain parcel of land as recorded in Official Records Book 2125, page 1036; thence North 89°36’14” West, 29.75 feet to the Point of Beginning.

LESS:

A portion of the Southwest 1/4 of Section 32, Township 9 South, Range 18 East and a portion of Section 5, Township 10 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Begin at the northwest corner of the Southeast 1/4 of Section 32, Township 9 South, Range 18 East, Alachua County, Florida and the southeast corner of the East 1/2 of the Northwest 1/4 of said Section 32 and run thence westerly, 1346 feet, more or less, to the southwest corner of said East 1/2 of the Northwest 1/4 and to the northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 32; thence southerly, along the West line of said Northeast 1/4 of the Southwest 1/4, a distance of 550 feet, more or less, to the northwest corner of the South 702.54 feet of the West 620.06 feet of said Northeast 1/4 of the Southwest 1/4; thence easterly, 620.07 feet, to the northeast corner of said South 702.54 feet of the West 620.06 feet; thence southerly, 702.56 feet to the southeast corner of said South 702.54 feet of the West 620.06 feet; thence westerly, 620.07 feet to the southwest corner of said South 702.54 feet of the West 620.06 feet and to the northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 32; thence southerly, along the West line of said Southeast 1/4 of the Southwest 1/4 and the West line of the Northeast 1/4 of the Northwest 1/4 of Section 5, Township 10 South, Range 18 East, Alachua County, Florida, 1396 feet, more or less, to a point on the South Right of Way line of State Road No. 26; thence easterly, along said South Right of Way line, 1346 feet, more or less, to a point on the East line of the Northwest 1/4 of said Section 5; thence southerly, along said East line, 1159 feet, more or less, to the southwest corner of the North 420 feet of the West 210 feet of Lot 6 of the Estate of Milligan Hurst, a subdivision as per plat thereof, recorded in Plat Book A, page 118 of the Public Records of Alachua County, Florida; thence easterly, 210 feet to the southeast corner of said North 420 feet of the West 210 feet; thence northerly 420 feet to the northeast corner of said North 420 feet of the West 210 feet of Lot 6; thence easterly, along the North line of said Lot 6, a distance of 40 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 1779, page 71 of said Public Records; thence northerly, 207.43 feet to the northwest corner of said certain parcel of land; thence easterly, 420 feet to the northeast corner of said certain parcel of land and to a point on the West line of that certain parcel of land as recorded in Official Records Book 3492, page 448 of said Public Records; thence northerly, along said West line, 120 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 5022, page 755 of said Public Records; thence easterly, along the South line of said certain parcel of land and along the South line of that certain parcel of land as recorded in Official Records Book 4977, page 110 of said Public Records, 224.41 feet to the southeast corner of said certain parcel of land (Official Records Book 4977, page 1110); thence northerly, along the East line of said certain parcel of land, 469 feet, more or less, to a point on the South Right of Way line of State Road No. 26; thence easterly, along said South Right of Way line, 449 feet, more or less, to a point on the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 5; thence northerly, along said West line and along the East line of the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 9 South, Range 18 East, Alachua County, Florida, 122 feet, more or less, to a point on the North Right of Way line of State Road No. 26; thence westerly, along said North Right of Way line, 1346 feet, more or less, to a point on the West line of the Southeast 1/4 of said Section 32; thence northerly, along said West line, 2502 feet, more or less, to the Point of Beginning.

LESS:

A tract of land situated in Section 5, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 1649, page 343 of the Public Records of Alachua County, Florida.

LESS:

A tract of land situated in Section 5, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 4416, page 1611 of the Public Records of Alachua County, Florida.

LESS:

A portion of Sections 1, 2 and 11, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Begin at the northeast corner of the South 3/4's of the East 1/2 of the West 1/2 of Section 2, Township 10 South, Range 17 East, Alachua County, Florida and run thence southerly, along the East line of said East 1/2 of the West 1/2 of Section 2, a distance of 162.00 feet to the southeast corner of that certain parcel of land as recorded in Official Records Book 4811, page 1239 of the Public Records of Alachua County, Florida; thence westerly, 355 feet, more or less, to the southwest corner of said certain parcel of land; thence northerly, 162 feet to the northwest corner of said certain parcel of land and to a point on the North line of the South 3/4's of the East 1/2 of the West 1/2 of said Section 2 ; thence westerly, 959 feet, more or less, to the northwest corner of said South 3/4's of the East 1/2 of the West 1/2; thence southerly, along the West line of said South 3/4's, a distance of 2071 feet, more or less, to the northwest corner of the North 203.265 feet of the South 1958.23 feet of said East 1/2 of the West 1/2; thence easterly, along the North line of said North 203.265 feet, 1297 feet, more or less, to a point on said West Maintained Right of Way line; thence southerly, along said West Maintained Right of Way line, 203 feet, more or less, to a point on the South line of said North 203.265 feet of the South 1958.23 feet of the East 1/2 of the West 1/2; thence westerly, along said South line, 1298 feet, more or less, to a point on said West line of the South 3/4's of the East 1/2 of the West 1/2; thence southerly, along said West line, 610 feet, more or less, to the northwest corner of the North 406.65 feet of the South 1145.11 feet of said East 1/2 of the West 1/2; thence easterly, along the North line of said North 406.65 feet, a distance of 1274 feet, more or less, to a point on the West Right of Way line of S.W. 226th Street; thence southerly, along said West Right of Way line, 745 feet, more or less, to a point on the South line of that certain parcel of land as recorded in Official Records Book 5160, page 1220 of said Public Records; thence westerly, 613 feet, more or less, to the southwest corner of said certain parcel of land; thence northerly, 338.33 feet to the northwest corner of said certain parcel of land and to a point on the South line of said North 406.65 feet of the South 1145.11 feet of the East 1/2 of the West 1/2 of said Section 2; thence westerly, along said South line, 660 feet, more or less, to a point on said West line of the East 1/2 of the West 1/2; thence southerly, 738 feet, more or less, to the southwest corner of said East 1/2 of the West 1/2; thence easterly, 1313 feet, more or less, to the southeast corner of said East 1/2 of the West 1/2 of Section 2; thence southerly, along the West line of the Northeast 1/4 of Section 11, Township 10 South, Range 17 East, Alachua County, Florida, 1329 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 5193, page 2719 of said Public Records; thence easterly, 436.05 feet to the northeast corner of said certain parcel of land; thence southerly, 655.44 feet to the southeast corner of said certain parcel of land; thence westerly, 434.72 feet to the southwest corner of said certain parcel of land and to a point on said West line of the Northeast 1/4; thence southerly, 655.50 feet to the southwest corner of said Northeast 1/4; thence easterly, along the South line of said Northeast 1/4, a distance of 1304 feet, more or less, to the southeast corner of the Southwest 1/4 of said Northeast 1/4 of Section 11; thence northerly, along the West line of the East 1/2 of said Northeast 1/4 and the northerly extension thereof, 2689 feet, more or less, to a point on the North Right of Way line of S.W. 15th Avenue (SW County Road No. SW 32); thence westerly, along said

North Right of Way line, 906 feet, more or less, to the southwest corner of Lot 7 of “Hunt Estates”, a subdivision as per plat thereof, recorded in Plat Book L, page 98 of said Public Records; thence northerly, 620.00 feet to the northwest corner of said Lot 7; thence easterly, along the North line of said Lot 7 and along the North line of said “Hunt Estates”, 1295.00 feet to the northeast corner of Lot 12 of said “Hunt Estates”; thence southerly along the East line of said Lot 12 and the southerly extension thereof, 689 feet, more or less, to a point on the South Right of Way line of said S.W. 15th Avenue; thence easterly, along said South Right of Way line, 925 feet, more or less, to a point on the East line of said Northeast 1/4; thence northerly, 23 feet, more or less, to the northeast corner of said Section 11 and the southwest corner of Section 1, Township 10 South, Range 17 East, Alachua county, Florida; thence easterly, 1324 feet, more or less, to the southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 1; thence northerly, 1329 feet, more or less, to the northeast corner of said Southwest 1/4 of the Southwest 1/4; thence westerly, 1321 feet, more or less, to the northwest corner of said Southwest 1/4 of the Southwest 1/4 and the northeast corner of the South 1/2 of the Southeast 1/4 of said Section 2; thence southerly, along the East line of said Section 2, a distance of 662.82 feet, to the northeast corner of Lot 17 of said “Hunt Estates”; thence westerly, 389.44 feet to the northeast corner of Lot 15 of said “Hunt Estates”; thence southerly, 620.00 feet to the southeast corner of said Lot 15; thence westerly, 185.00 feet to the southwest corner of said Lot 15; thence northerly, 620.00 feet to the northwest corner of said lot 15; thence westerly, along the North line of said “Hunt Estates”, 118 feet, more or less, to a corner on the West line of that certain parcel of land as recorded in Official Records Book 5265, page 2567 of the Public Records of Alachua County, Florida; thence northerly, 664.62 feet to the northwest corner of said certain parcel of land and to a point on the North line of the South 1/2 of the Southeast 1/4 of said Section 2; thence westerly, along said North line, 1339 feet, more or less, to the northeast corner of Lot 1 of said “Hunt Estates”; thence southerly, 173.12 feet to the southeast corner of said lot 1; thence westerly, 560.00 feet to the southwest corner of said Lot 1 and to a point on the East Right of Way line of said S.W. 226th Street; thence northerly, along said East Right of Way line, 174.59 feet to the northwest corner of said Lot 1 and to a point on the South line of the Northwest 1/4 of the Southeast /4 of said Section 2; thence westerly, 40 feet to the southwest corner of said Northwest 1/4 of the Southeast 1/4; thence northerly, along the West line of said Northwest 1/4 of the Southeast 1/4, a distance of 211 feet, more or less, to the northwest corner of the North 1.36 acres of the South 6.36 acres of said Northwest 1/4 of the Southeast 1/4; thence easterly, along the North line of said North 1.36 acres, 1315 feet, more or less, to a point on the East line of said Northwest 1/4 of the Southeast 1/4; thence northerly, 1126 feet, more or less, to the northeast corner of said Northwest 1/4 of the Southeast 1/4; thence westerly, along the North line of said Northwest 1/4 of the Southeast 1/4, a distance of 896 feet, more or less, to the southwest corner of that certain parcel of land as recorded in Official Records Book 1566, page 964 of the Public Records of Alachua County, Florida; thence northerly, 210.0 feet to the northwest corner of said certain parcel of land; thence easterly, along the North line of said certain parcel of land and along the North line of that certain parcel of land as recorded in Official Records Book 1566, page 958 of said Public Records, 570 feet to the northeast corner of said certain parcel of land (Official Records Book 1566, page 958) and to the southeast corner of that certain parcel of land as recorded in Official Records Book 5151, page 2191 of said Public Records; thence northerly, 235.24 feet to the northeast corner of said certain parcel of land (Official Records Book 5151, page 2191); thence westerly, along the North line of said certain parcel of land, 989.97 feet to the northwest corner of said certain parcel of land and to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence northerly, along said West line, 446.07 feet to the northwest corner of that certain parcel of land as recorded in Official Records Book 5158, page 3468 of said Public Records; thence easterly, 989.97 feet to the northeast corner of said certain parcel of land and to the southeast corner of that certain parcel of land as recorded in Official Records Book 4576, page 1058 of said Public Records; thence northerly, 446.03 feet to the northeast corner of said certain parcel of land;

thence northerly, 679.3 feet to the northwest corner of the South 679.3 feet of the West 320.52 feet of the East 1635.80 feet of the North 1/2 of the Northeast 1/4 of said Section 2; thence easterly, 320.52 feet to the northeast corner of said South 679.3 feet; thence northerly, along the East line of the West 320.52 feet of the East 1635.80 feet of said North 1/2 of the Northeast 1/4, a distance of 485.57 feet to a point on the South line of the North 170.83 feet of said North 1/2 of the Northeast 1/4; thence westerly, along said South line, 320.52 feet to a point on the West line the East 1635.80 feet of said North 1/2 of the Northeast 1/4; thence northerly, along said West line, 170.83 feet to a point on the North line of the Northeast 1/4 of said Section 2; thence westerly, along said North line, 320.52 feet to the northerly extension of the West line of that certain parcel of land as recorded in Official Records Book 4818, page 284 of the Public Records of Alachua County, Florida; thence southerly, along said northerly extension and said West line, 1337 feet, more or less, to a point on the South line of the North 1/2 of the Northeast 1/4 of said Section 2; thence westerly, along said South line, 669 feet, more or less, to the Point of Beginning.

LESS:

That portion of the West 440 feet of the East 880 feet of the North 495 feet of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 10 South, Range 17 East, Alachua County, Florida, lying South of the Right of Way of County Road SW 30.

LESS:

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 10 South, Range 18 East, Alachua County, Florida, lying East of County Road SW 13.

LESS:

A portion of Sections 5, 6, 7 and 8, Township 10 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Begin at the northeast corner of the Southeast 1/4 of said Section 6 and run thence westerly, 2638 feet, more or less, to the northwest corner of said Southeast 1/4; thence southerly, along the West line of said Southeast 1/4, a distance of 2603 feet, more or less, to a point on the North Right of Way line of County Road No. SW 32; thence westerly, along said North Right of Way line, 1318 feet, more or less, to a point on the West line of the Southeast 1/4 of the Southwest corner of said Section 6; thence southerly, 40.02 feet to the southwest corner of said Southeast 1/4 of the Southwest 1/4 and to the northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence southerly, 1322 feet, more or less, to the southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 7; thence westerly, 1317 feet, more or less, to the southwest corner of said Northwest 1/4 of the Northwest 1/4; thence southerly, 660 feet, more or less, to the southwest corner of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence easterly, 1316 feet, more or less, to the southeast corner of said North 1/2; thence southerly, 661 feet, more or less, to the southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 7; thence easterly, along the South line of said Southeast 1/4 of the Northwest 1/4, a distance of 1177 feet, more or less, to a point lying 139.08 feet West of the southeast corner of said Southeast 1/4 of the Northwest 1/4; thence northeasterly, 193.31 feet to a point on the East line of said Southeast 1/4 of the Northwest 1/4, said point lying 139.08 feet North of said southeast corner of the Southeast 1/4 of the Northwest 1/4; thence northerly, 1185 feet, more or less, to the northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 7;

thence easterly, 1317.34 feet to the northeast corner of said Southwest 1/4 of the Northeast 1/4; thence northerly, along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 7, a distance of 1285.12 feet to a point on the South Right of Way line of S.W. 15th Avenue (County Road No. SW 32); thence easterly, along said South Right of Way line, 1304.81 feet to a point on the West Maintained Right of Way line of S.W. 186th Street (County Road No. SW 15); thence southerly, along said West Maintained Right of Way line, 964 feet, more or less, to a point on the westerly extension of the North line of that certain parcel of land as recorded in Official Records Book 4508, page 1181 of the Public Records of Alachua County, Florida; thence easterly, 1032 feet, more or less, to the northeast corner of said certain parcel of land; thence southerly, along the East line of said certain parcel of land, 170.69 feet, more or less, to the northwest corner of that certain parcel of land as recorded in Official Records Book 1940, page 2542 of said Public Records; thence easterly, 298 feet, more or less, to the northeast corner of said certain parcel of land and to a point on the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence northerly, along said East line, 1175 feet, more or less, to the northeast corner of said Northwest ¼ of the Northwest 1/4 and to the southeast corner of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence northerly, 662 feet, more or less, to the northeast corner of said East 1/2; thence westerly, 330 feet, more or less, to the northwest corner of said East 1/2; thence southerly, along the West line of said East 1/2, 622 feet, more or less, to a point on the North Right of Way line of County Road No. SW 32 (S.W. 15th Avenue); thence westerly, along said North Right of Way line, 987 feet, more or less, to a point on the West line of said Section 5; thence northerly, along said West line, 621 feet, more or less, to the southwest corner of the South 210 feet of the West 420 feet of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence easterly, 420 feet to the southeast corner of said South 210 feet of the West 420 feet; thence northerly, 210 feet to the northeast corner of said South 210 feet of the West 420 feet; thence westerly, 420 feet to the northwest corner of said South 210 feet of the West 420 feet; thence northerly, along the West line of said Section 5 and along the East line of said Section 6, a distance of 156 feet, more or less, to a point on the easterly extension of the South line of that certain parcel of land as recorded in Official Records Book 4382, page 211 of the Public Records of Alachua County, Florida; thence westerly, 1318.81 feet to the southwest corner of said certain parcel of land; thence northerly, 210 feet to the northwest corner of said certain parcel of land; thence easterly, along the North line of said certain parcel of land and the easterly extension thereof, 1319.03 feet to a point on said East line of Section 6; thence northerly, along said East line, 1408 feet, more or less, to the Point of Beginning.

LESS:

That part of the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

The South 232.27 feet of the North 441.00 feet (measured along the East side of the said Northwest 1/4 of the Southeast 1/4) of the East 208.73 feet (measured along the North line of the said Northwest 1/4 of the Southeast 1/4) of the said Northwest 1/4 of the Southeast 1/4.

LESS:

A portion of Section 15, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of said Section 15 and run thence easterly, along the North line of said Section 15, a distance of 1957 feet, more or less, to a point on the easterly Right of Way line of U.S. Highway No. 41; thence southeasterly, along said easterly Right of Way line, 420 feet to the Point of Beginning; thence continue southeasterly, along said easterly Right of Way line, 480.00 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 807, page 281 of the Public Records of Alachua County, Florida; thence easterly, 420.0 feet to the southeast corner of said certain parcel of land; thence northwesterly, 570.0 feet to the northeast corner of that certain parcel of land as recorded in Official Records Book 4893, page 2470 of said Public Records and to the southeast corner of that certain parcel of land as recorded in Official Records Book Official Records Book 4744, page 1972 of said Public Records; thence northwesterly, along the easterly line of said certain parcel of land as recorded in Official Records Book 4744, page 1972 and along the easterly line of Parcel 11 as recorded in Official Records Book 4245, page 240 of said Public Records, 342.56 feet to the northeast corner of said Parcel 11 and to a point on the North line of said Section 15; thence westerly, along said North line, 137.95 feet to the northwest corner of said Parcel 11; thence southeasterly, along the westerly line of said Parcel 11, and along the westerly line of said certain parcel of land as recorded in Official Records Book 4744, page 1972, a distance of 371.53 feet to the southwest corner of said certain parcel of land (Official Records Book 4744, page 1972) and to a point on the North line of said certain parcel of land as recorded in Official Records Book 4893, page 2470; thence southwesterly, along said North line, 259.33 feet to the Point of Beginning.

LESS:

A portion of Section 15, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of said Section 15 and run thence northerly, along the East line of said Section, 1012.08 feet to a point on the northeasterly Right of Way line of U.S. Highway No. 41 (100' Right of Way); thence northwesterly, along said Right of Way line, 2147.75 feet to the southeast corner of that certain parcel of land as recorded in Official Records Book 5231, page 1832 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence continue northwesterly, along said Right of Way line, 117.35 feet to the beginning of a curve, concave northeasterly, having a radius of 2814.79 feet; thence northwesterly, along said Right of Way line and along the arc of said curve, an arc distance of 58 feet to the southwest corner of that certain parcel of land; thence northeasterly, 302.58 feet to the northwest corner of said certain parcel of land; thence southeasterly, along the northeasterly line of said certain parcel of land, a distance of 176.76 feet to the northeasterly corner of said certain parcel of land; thence southwesterly, 282.61 feet to the southeasterly corner of said certain parcel of land and to the Point of Beginning.

LESS:

A portion of Section 14, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Begin at the southwest corner of said Section and run thence easterly, along the South line of said Section, 838 feet, more or less, to a point on the southwesterly Right of Way line of the Atlantic Coast Line Railroad; thence northwesterly, along said Right of Way line, 1105 feet, more or less, to a point on the West line of said Section; thence southerly, 746 feet, more or less, to the Point of Beginning.

LESS:

A portion of Sections 7, 8, 17 and 18, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Begin at the northwest corner of said Section 17 and run thence southerly, along the West line of said Section, 426 feet, more or less, to a point on the West Right of Way line of S.W. 282nd Street, and to a point lying on the arc of a curve, concave easterly, having a radius of 766.20 feet; thence southerly, along said West Right of Way line and along the arc of said curve, 278.34 feet to the end of said curve; thence southerly, along said West Right of Way line, 1626 feet, more or less, to the westerly extension of the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 17; thence easterly, 728 feet, more or less, to the southeast corner of said North 1/2; thence northerly, along the easterly line of said North 1/2 and along a West line of Parcel 02579-005-000 as recorded in Official Records Book 5139, page 3234 of the Public Records of Alachua County, Florida, 386 feet, more or less, to a corner of said Parcel; thence westerly, along a south line of said Parcel, 617.39 feet to a corner of said Parcel lying on the East Right of Way line of County Road No. C-337; thence northerly, along said East Right of Way line, 604 feet, more or less, to the northwest corner of Parcel 02579-007-000 as recorded in said Official Records Book 5139, page 3234; thence easterly, southerly, easterly, northerly, northeasterly and northerly along the North line of said Parcel 02579-007-000 through the following six (6) courses: 1) easterly, 471.39 feet, 2) southerly, 90.00 feet, 3) easterly, 97.00 feet, 4) northerly, 90.00 feet, 5) northeasterly, 51.57 feet, 6) northerly, 12.00 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 4837, page 409; thence easterly, along the South line of said certain parcel of land, 666.34 feet to the southeast corner of said certain parcel of land; thence northerly, 1294.42 feet to the northeast corner of the West 1/2 of the Northwest 1/4 of said Section 17; thence easterly, 1325 feet, more or less, to the southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence northerly, along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 8, a distance of 1095.00 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 5191, page 625 of said Public Records; thence easterly, 1325.56 feet to the southeast corner of said certain parcel of land and to a point on the East line of said Southwest 1/4 of the Southeast 1/4; thence northerly, along said East line and along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 8, a distance of 454.36 feet to the northeast corner of said certain parcel of land; thence westerly, 1325.64 feet to the northwest corner of said certain parcel of land and to a point on the West line of said Northwest 1/4 of the Southeast 1/4; thence northerly, along said West line, 453 feet, more or less, to the southwest corner of the North 1/2 of said Northwest 1/4 of the Southeast 1/4; thence easterly, along the South line of said North 1/2, a distance of 932 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 4382, page 1228 of the Public Records of Alachua County, Florida; thence northerly, 667.65 feet to the northeast corner of said certain parcel of land and to a point on the South line of the Northeast 1/4 of said Section 8; thence easterly, along said South line, 1300 feet, more or less, to the southwest corner of Lot 4 of “Fox Run”, a subdivision as per plat thereof, recorded in Plat Book “N”, Page 5 of said Public Records of Alachua County, Florida; thence northerly, 267.39 feet, to the northwest corner of said Lot 4; thence easterly, along the North line of said Lot 4 and the easterly extension thereof, 425.00 feet to a point on the East line of said Northeast 1/4; thence northerly, along said East line, 803.46 feet to a point on the easterly extension of the North line of Lot 1 of said “Fox Run”; thence westerly, 425.00 feet to the northwest corner of said Lot 1; thence southerly, 267.82 feet to the southwest corner of said Lot 1 and to the southeast corner of that certain parcel of land as recorded in Official Records Book 4944, page 1681 of said Public Records; thence westerly, along

the South line of said certain parcel of land, 380.00 feet to a corner of said certain parcel of land; thence northwesterly, along said South line, 265.99 feet to a corner of said certain parcel of land; thence westerly, along said South line and along the South line of that certain parcel of land as recorded in Official Records Book 4827, page 1272, a distance of 965.15 feet to the southwest corner of said certain parcel of land (Official Records Book 4827, page 1272); thence northerly, 400.80 feet to the northwest corner of said certain parcel of land and to a point on the North line of the South 1/2 of the Northeast ¼ of said Section 8; thence westerly, 645 feet, more or less, to the northwest corner of said South 1/2; thence southerly, 1334 feet, more or less, to the southwest corner of said South 1/2 and the southeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence westerly, 1325 feet, more or less, to the southwest corner of said Southeast 1/4 of the Northwest 1/4; thence northerly, 1332 feet, more or less, to the northwest corner of said Southeast 1/4 of the Northwest 1/4 and to the northeast corner of the Southwest 1/4 of the Northwest 1/4; thence westerly, 1326 feet, more or less, to the northwest corner of said Southwest 1/4 of the Northwest 1/4 and to the northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 7; thence westerly, 1326 feet, more or less, to the northwest corner of said Southeast 1/4 of the Northeast 1/4; thence southerly, 1330 feet, more or less, to the southwest corner of said Southeast 1/4 of the Northeast 1/4; thence easterly, 1329 feet, more or less, to the southeast corner of the Southeast 1/4 of the Northeast 1/4 and to the northwest corner of the North 210 feet of the West 220 feet of the Southwest 1/4 of said Section 8; thence easterly, 220 feet to the northeast corner of said North 210 feet of the West 220 feet; thence southerly, 210 feet to the southeast corner of said North 210 feet of the West 220 feet; thence westerly, 220 feet to the southwest corner of said North 210 feet of the West 220 feet and to a point on the West line of said Southwest 1/4 of Section 8; thence southerly, along said West line, 1121 feet, more or less, to the northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 8; thence easterly, 1326.14 feet to the northeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 8; thence southerly, along the East line of said Southwest 1/4 of the Southwest 1/4, 1283.18 feet to a point on the North Right of Way line of S.W. 30th Avenue; thence westerly, along said North Right of Way line, 627.10 feet to the beginning of a curve, concave southeasterly, having a radius of 766.20 feet; thence southwesterly, along said North Right of Way line and along the arc of said curve, 244.77 feet to a corner on the South line of Parcel 1 as recorded in Official Records Book 3430, page 1443 of the Public Records of Alachua County, Florida; thence northerly, along the South line of said Parcel 1, a distance of 199.19 feet to a corner on said South line; thence westerly, 443.56 feet to the southwest corner of said Parcel 1 and to a point on the West line of said Section 8; thence southerly, along said West line, 210 feet to the northwest corner of said Section 17 and to the Point of Beginning.

LESS:

A tract of land situated in the Southeast 1/4 of Section 5, Township 10 South, Range 17 East, Alachua County, Florida as recorded in Official Records Book 1704, page 1034 of the Public Records of Alachua County, Florida.

LESS:

A portion of the South 1/2 of Section 5, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of said Section 5 and run thence South 87°39’55” West, along the South line of said Section, 2188.18 feet; thence North 13°22’40” West, 258.54 feet; thence North 10°33’45” East, 263.08 feet to the southwest corner of that certain parcel of land as recorded in Official

Records Book 1725, page 2307 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence North 69°32’44” East, 455.45 feet to the southeast corner of said certain parcel of land; thence North 20°27’16” West, 480.00 feet to the northeast corner of said certain parcel of land and to the southeast corner of that certain parcel of land as recorded in Official Records Book 2430, page 2618 of said Public Records: thence North 15°40’59” West, 431.89 feet to the northeast corner of said certain parcel of land; thence South 87°37’25” West, 580.47 feet to the northwest corner of said certain parcel of land; thence South 15°23’04” East, 612.92 feet to the southwest corner of said certain parcel of land; thence North 69°32’44” East, along the South line of said certain parcel of land, 114.61 feet to the northwest corner of said certain parcel of land as recorded in Official Records Book 1725, page 2307; thence South 20°27’16” East, 480.00 feet to the Point of Beginning.

LESS:

A portion of the Southeast 1/4 of Section 5 and a portion of the Southwest 1/4 of Section 4, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Begin at the southeast corner of said Section 5 and run thence westerly, along the South line of said Section 5, a distance of 50 feet to the West Right of Way line of County Road 337; thence northerly, along said West Right of Way line, 672.5 feet, more or less, to the southeast corner of that certain parcel of land as recorded in Official Records Book 1914, page 1967 of the Public Records of Alachua County, Florida; thence westerly, along the South line of said certain parcel of land and along the South line of that certain parcel of land as recorded in Official Records Book 4893, page 769 of said Public records, 1168.08 feet to the southwest corner of said certain parcel of land (Official Records Book 4893, page 769); thence northerly, along the West line of said certain parcel of land, 186.50 feet to the southeast corner of that certain parcel of land as recorded in Official records Book 4007, page 972 of said Public Records; thence westerly, 584.04 feet to the southwest corner of said certain parcel of land; thence northerly, 373.00 feet to the northwest corner of said certain parcel of land; thence easterly, 584.04 feet to the northeast corner of said certain parcel of land and to a point on the West line of that certain parcel of land as recorded in Official Records Book 2179, page 951 of said Public Records; thence northerly, along said West line, 112 feet, more or less, to a point on the South line of that certain parcel of land as recorded in Official Records Book 1855, page 156 of said Public Records; thence easterly, 77 feet, more or less, to the southeast corner of said certain parcel of land; thence northerly, along the East line of said certain parcel of land, 74 feet, more or less, to a point on the North line of said certain parcel of land as recorded in Official Records Book 2179, page 951; thence easterly, along said North line, 506 feet, more or less, to the southwest corner of Parcel 2 as recorded in Official Records Book 4727, page 1189 of said Public Records; thence easterly, 583.86 feet to the southeast corner of said Parcel 2 and to a point on the West Right of Way line of County Road 337; thence northerly, along said West Right of Way line, 30.00 feet to the northeast corner of said Parcel 2; thence westerly, 583.73 feet to the northwest corner of said Parcel 2 and to a point on the West line of that certain parcel of land as recorded in Official Records Book 5109, page 198 of the Public Records of Alachua County, Florida; thence northerly, 336.01 feet to the northwest corner of said certain parcel of land; thence easterly, along the North line of said certain parcel of land and the easterly extension thereof, 684 feet, more or less, to a point on the East Right of Way line of County Road 337; thence southerly, along said East Right of Way line, 1766 feet, more or less, to a point on the South line of said Section 4; thence westerly, along said South line, 50 feet to the southwest corner of said Section 4 and to the Point of Beginning.

LESS:

A portion of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20 and run thence South 87°44’26” West, along the South line of said Northeast 1/4, a distance of 254.98 feet to the southeast corner of that certain parcel of land as recorded in Official Records Book 4841, page 1448 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence continue South 87°44’26” West, along said South line, 341.53 feet to the southwest corner of said certain parcel of land; thence North 00°46’15” West, along the West line of said certain parcel of land and along the West line of that certain parcel of land as recorded in Official Records Book 4841, page 1446 of said Public Records, 1276.77 feet to the northwest corner of said certain parcel of land (Official Records Book 4841, page 1446) and to a point on the South Right of Way line of County Road No. SW 28; thence North 87°56’54” East, along said South Right of Way line, 341.50 feet to the northeast corner of said certain parcel of land; thence South 00°46’15” East, along the East line of said certain parcel of land and along the East line of said certain parcel of land as recorded in Official Records Book 4841, page 1448, a distance of 1275.53 feet to the Point of Beginning.

LESS:

A portion of the Northeast 1/4 of Section 20, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of said Section 20 and run thence North 87°56’54” East, along the North line of said Section, 3659.18 feet; thence South 00°15’32” East, 40.00 feet to a point on the South Right of Way line of County Road No. SW 28 and to the Point of Beginning; thence North 87°56’54” East, along said South Right of Way line, 185.95 feet to the northeast corner of that certain parcel of land as recorded in Official Records Book 4138, page 68 of the Public Records of Alachua County, Florida; thence South 00°15’32” East, 2581.76 feet to the southeast corner of said certain parcel of land; thence South 87°31’58” West, 744.00 feet to the southwest corner of said certain parcel of land; thence North 00°15’32” West, along the West line of said certain parcel of land, along the West line of Parcel Number 02602-002-000 as recorded in Official Records Book 5016, page 861 of said Public Records and along the West line of that certain parcel of land as recorded in Official Records Book 4521, page 1977 of said Public Records, 2587.14 feet to the northwest corner of said certain parcel of land and to a point on said South Right of Way line; thence North 87°56’ 54” East, along said South Right of Way line, 557.85 feet to the Point of Beginning.

LESS:

Tract 23 lying in Section 16, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 4714, page 1917 of the Public Records of Alachua County, Florida.

LESS:

A portion of Section 16, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of said Section 16 and run thence North 01°17’29” East, along the East line of said Section 16, a distance of 40.01 feet to a point on the North Right of Way line of S.W. 46th Avenue; thence West, along said North Right of Way line, 3750 feet to the southeast corner of Parcel 16 as recorded in Official Records Book 5082, page 1743 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence continue West along said North Right of Way line, 750 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 4547, page 422 of said Public Records; thence North 01°17’29” East, 871.60 feet to the northwest corner of said certain parcel of land; thence East, along the North line of said certain parcel of land and along the North line of that certain parcel of land as recorded in Official Records Book 4780, page 967 of said Public Records, 292.94 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 5098, page 2339 of said Public Records; thence North 01°17’29” East, 409.26 feet to the northwest corner of said certain parcel of land; thence East, along the North line of said certain parcel of land and along the North line of that certain parcel of land as recorded in Official Records Book 5108, page 677 of said Public Records, 1061.44 feet to the northeast corner of said certain parcel of land; thence South 01°17’29” West, 411.77 feet to the southeast corner of said certain parcel of land; thence West, 604.17 feet, more or less, to the southwest corner of said certain parcel of land and to the northeast corner of said Parcel 16; thence South 01°17’29” West, 871.60 feet to the Point of Beginning.

LESS:

A portion of Section 16, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of said Section 16 and run thence North 01°17’29” East, along the East line of said Section, 40.01 feet to a point on the North Right of Way line of S. W. 46th Avenue; thence West, along said North Right of Way line, 1250 feet to the southwest corner of Parcel 5 as recorded in Official Records Book 4618, page 1004 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence continue West, along said North Right of Way line, 750 feet to the southwest corner of that certain parcel of land as recorded in Official Records Book 4276, page 624 of said Public Records; thence North 01°17’29” East, 871.60 feet to the northwest corner of said certain parcel of land; thence East, along the North line of said certain parcel of land, along the North line of Tract 7 as recorded in Official Records Book 5228, page 1110 of said Public Records and the easterly extension thereof, 750 feet to the northwest corner of said Parcel 5; thence South 01°17’29” West, 871.60 feet to the Point of Beginning.

LESS:

Tract 1, lying in Section 16, Township 10 South, Range 17 East, Alachua County, Florida as recorded in Official Records Book 4259, page 107 of the Public Records of Alachua County, Florida.

LESS:

A portion of Section 22, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of said Section 22, and run thence southerly, along the West line of said Section 22, a distance of 40 feet to a point on the South Right of Way line of County Road No. SW 28; thence easterly, along said South Right of Way line, 40 feet to a point on the East Right of Way line of County Road No. SW 1 and to the Point of Beginning; thence southerly, along said East Right of Way line, 3276 feet, more or less, to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 22; thence easterly, 2595 feet, more or less, to the southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence southerly, along the East line of said Southwest 1/4, a distance of 1308 feet, more or less, to the northeast corner of that certain parcel of land as recorded in Official Records Book 4068, page 1965 of the Public Records of Alachua County, Florida; thence westerly, 641.15 feet to the northwest corner of said certain parcel of land; thence southerly, 681.99 feet, to the southwest corner of said certain parcel of land and to a point on the South line of the Southeast 1/4 of the Southeast 1/4 of said Southwest 1/4; thence easterly, along said South line, 641.91 feet to the southeast corner of said Southwest 1/4; thence easterly, 1318 feet, more or less, to the southeast corner of the West 1/2 of the Southeast 1/4 of said Section 22; thence northerly, along the East line of said West 1/2 and along the East line of the West 1/2 of the Northeast 1/4 of said Section, 5273 feet, more or less, to a point on said South Right of Way line of County Road No. SW 28; thence westerly, along said South Right of Way line, 1313 feet, more or less, to a point on the East line of Lot 1 as per "Map of NW 1/4 Sec 22, Tp-10-S, Rg 17 E", recorded in Plat Book A, page 132 of said Public Records; thence southerly, 622.09 feet to the southeast corner of said Lot 1; thence westerly, 1316 feet, more or less, to the southwest corner of said Lot 1; thence northerly, along the West line of said Lot 1, a distance of 620 feet, more or less, to a point on said South Right of Way line; thence Westerly, along said South Right of Way line, 1274 feet, more or less, to the Point of Beginning.

LESS:

A portion of Section 22, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of said Section 22 and run thence North 00°30'04" West, 659.69 feet to the northwest corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section; thence North 88°15'33" East, 1321.12 feet to the northeast corner of said South 1/2 of the Southwest 1/4 of the Southwest 1/4 and to the Point of Beginning; thence South 00°33'59" East, 660.65 feet to the southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section; thence North 88°18'05" East, along the South line of said Southeast 1/4 of the Southwest 1/4, a distance of 340.04 feet to the southeast corner of that certain parcel of land as recorded in Official Records Book 5221, page 519 of the Public Records of Alachua County, Florida; thence North 00°33'59" West, 640.90 feet to the northeast corner of said certain parcel

of land and to a point on the South line of that certain parcel of land as recorded in Official Records Book 5013, page 2116 of said Public Records; thence North 88°15'33" East, 299.99 feet to the southeast corner of said certain parcel of land; thence North 00°33'59" West, 681.11 feet to the northeast corner of said certain parcel of land; thence South 88°13'03" West, along the North line of said certain parcel of land and along the North line of that certain parcel of land as recorded in Official Records Book 1991, page 2603 of said Public Records, 640.03 feet to the northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 22; thence South 00°33'59" East, 660.64 feet to the Point of Beginning.

LESS:

A parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 10 South, Range 17 East, Alachua County, Florida, as recorded in Official Records Book 1004, page 41 of the Public Records of Alachua County, Florida.

LESS:

That certain parcel of land as recorded in Official Records Book 5257, page 364 of the Public Records of Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 10 South, Range 17 East as a Point of Beginning, run North 210 feet, East 210 feet, South 210 feet, West 210 feet to the Point of Beginning, LESS the West 40 feet.

LESS:

The W 1/2 of W 1/2 of SW 1/4 of NW 1/4 of Section 28, Township 10 South, Range 17 East, as recorded in Official Records Book 2101, page 876 of the Public Records of Alachua County, Florida.

LESS:

A portion of the Northeast 1/4 of Section 28, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of said Section 28 and run thence southerly, along the East line of said Section, 400.06 feet to the easterly extension of the North line of Lot 1 of "Marchant Plantation", a subdivision as per plat thereof, recorded in Plat Book "O", page 29 of the Public Records of Alachua County, Florida and to the Point of Beginning; thence westerly, along said easterly extension and said North line of Lot 1, a distance of 440.07 feet to a corner on said North line; thence northwesterly, along said North line, 224.91 feet to the northwest corner of said Lot 1 and to the northeast corner of that certain parcel of land as recorded in Official Records Book 1798, page 1217 of said Public Records; thence westerly, 661.40 feet to the northwest corner of said certain parcel of land and to the southeast corner of that certain parcel

of land as recorded in Official Records Book 2002, page 2838 of said Public Records; thence northerly, 332.00 feet to the northeast corner of said certain parcel of land and to a point on the North line of the Northeast 1/4 of said Section 28; thence westerly, 1322.75 feet to the northwest corner of said Northeast 1/4; thence southerly, 2621 feet, more or less, to the southwest corner of said Northeast 1/4; thence easterly, 655 feet, more or less, to the southwest corner of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence northerly, 1298 feet, more or less, to the northwest corner of said West 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4; thence easterly, along the South line of the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of said Section 28, a distance of 1332 feet, more or less, to the southwest corner of Lot 5 of said "Marchant Plantation"; thence northerly, 330.00 feet to the southwest corner of Lot 3 of said "Marchant Plantation"; thence easterly, along the South line of said Lot 3 and the easterly extension thereof, 655.76 feet to a point on the East line of said Northeast 1/4; thence northerly, along said East line, 589.34 feet to the Point of Beginning.

LESS:

A portion of Sections 23 and 24, Township 10 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Begin at the northeast corner of the East 1/2 of the Southeast 1/4 of said Section 23 and run thence westerly, 1316 feet, more or less, to the northwest corner of said East 1/2; thence southerly, 2663 feet, more or less, to the southwest corner of said East 1/2; thence easterly, 1318 feet, more or less, to the southeast corner of said East 1/2; thence northerly, along the East line of said East 1/2, a distance of 1081 feet, more or less, to a point on the southwest Right of Way line of the A.C.L. Railroad; thence southeasterly, along said Right of Way line, 757 feet, more or less, to a point lying southwesterly of the intersection of the northeasterly Right of Way line of State Road No. 45 (U.S. Highway No.'s 27 and 41) with the East line of that certain parcel of land as recorded in Official Records Book 2083, page 1942 and Official Records Book 1198, page 144 of the Public Records of Alachua County, Florida; thence northeasterly, perpendicular to said northeast Right of Way line of State Road No. 45, a distance of 166 .00 feet to a point on said northeast Right of Way line and to a point on said East line of said certain parcels of land, said point being a corner of Half Moon Station, a subdivision as per plat thereof, recorded in Plat Book 28, page 49 of said Public Records; thence northerly, along a West line of said Half Moon Station, 652.66 feet to a corner of said Half Moon Station; thence westerly, along a South line of said Half Moon Station, 659.99 feet to a corner of said Half Moon Station and to a point on the East line of said East 1/2 of the Southeast 1/4 of said Section 23; thence northerly, along a West line of said Half Moon Station 1322.03 feet to the Point of Beginning.

LESS:

The East 1/2 of the Northwest 1/4 of Section 26, Township 10 South, Range 17 East, Alachua County, Florida.

LESS:

The Northwest 1/4 of the Southeast 1/4 of Section 26, Township 10 South, Range 17 East, Alachua County, Florida.

LESS:

Lots 1 and 2, Block 41, Lot 20, Block 11, Lots 4, 5, 6, 7, 12, 13, 14 and 15, Block 32 of "Half Moon Subdivision Unit No. 1", a subdivision as per plat thereof, recorded in Plat Book A, page 166 of the Public Records of Alachua County, Florida.

LESS:

One acre of land in the northeast corner of the East 1/2 of the Northwest 1/4 of Section 36, Township 10 South, Range 17 East, Alachua County, Florida as recorded in Deed Book 77, page 386 of the Public Records of Alachua County, Florida.

LESS:

A tract of land lying in Section 32, Township 10 South, Range 17 East, Alachua County, Florida, being known as Parcel No. 6 of an unrecorded subdivision surveyed by Alachua County Land Surveyor's, as recorded in Official Records Book 4929, page 845 of the Public Records of Alachua County, Florida.

Containing 39,900 Acres, more or less.

Street and road maintenance

Resolution No. 2026-53 preserves the option to collect a future assessment on the annual property tax bill.

Provides notice to the Property Appraiser, Tax Collector, and Florida Department of Revenue.

October 9, 2026: Commission authorized staff to advertise.

Commission discretion remains

No assessment is imposed.

No rate, amount, or methodology is approved.

No commitment to adopt an assessment.

The Commission may modify, defer, or stop the proposal.

Recommended action

Conduct the public hearing and adopt Resolution No. 2026-53.

Send the required notice documentation to the three agencies by January 10, 2027.

Any future assessment returns for separate Commission action, property owner notice, and a public hearing.

File Attachments for Item:

11. Ordinance # 2026-37/ CPA 26-18: Small-scale Future Land Use Amendment for Annexation 41 Ag properties.

Legislative, First Reading of Ordinance # 2026-37/ CPA 26-18. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map in the City of Newberry Comprehensive Plan by changing the future land use category from Alachua County Rural/Agriculture to City of Newberry Agriculture on 5 parcels (comprising a portion of Annexation #41) that are identified as Tax Parcel No. 02526-000-000, Tax Parcel No. 02526-002-000, Tax Parcel No. 02585-025-000, Tax Parcel No. 02657-005-000 and Tax Parcel No. 04399-006-000; 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.

Commission Agenda Item

Meeting Date: November 23, 2026

Title: Ordinance # 2026-37/ CPA 26-18: Small-scale Future Land Use Amendment for Annexation 41 Ag properties.
Legislative, First Reading of Ordinance # 2026-37/ CPA 26-18. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map in the City of Newberry Comprehensive Plan by changing the future land use category from Alachua County Rural/Agriculture to City of Newberry Agriculture on 5 parcels (comprising a portion of Annexation #41) that are identified as Tax Parcel No. 02526-000-000, Tax Parcel No. 02526-002-000, Tax Parcel No. 02585-025-000, Tax Parcel No. 02657-005-000 and Tax Parcel No. 04399-006-000; 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.

Agenda Section: Public Hearings

Department: Community Development Department

Strategic Goal/Objective: GOAL D.1
Future-focused roadmap for community planning
GOAL D.3
A strong, diverse local economy

Presented By: Lauren Yeattter, AICP

Recommended Actions: Approve Ordinance # 2026-37.

Summary:
Small scale Future Land Use Map Amendment, comprising a portion of Annexation #41 into the City of Newberry. The change of land use is from Alachua County Rural/Agriculture to City of Newberry Agriculture future land use classification. These constitute like-for-like changes for the purposes of administering the City of Newberry Code of Ordinances. No increase in density or intensity of land use is proposed. A data and analysis report was not prepared for these land use changes.

Attachments:

1. Ordinance 2026-37
2. Staff Memo

NEWBERRY Florida
Established 1895

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Staff Memo

DATE: September 8, 2026

FROM: Lauren Yeatter, AICP, Assistant Director, Community Development Department

TO: Mayor and Planning and Zoning Board Members, City of Newberry

SUBJECT: Future Land Use Map Amendment for Annexation #41 Properties, Ag to Ag

---

This memo provides excerpts from the Future Land Use Elements of the Alachua County and City of Newberry Comprehensive Plans ("FLUEs"). The excerpts of FLUEs demonstrate an equilibrium between the two land uses and their respective levels of density and intensity. Both land use classifications provide for a by-right density of one (1) dwelling unit per five (5) acres of land. Under certain justified exceptions, densities may be increased under either future land use classification. Regardless, the intent and character presented through the goals, objectives, and policies are remarkably similar. Both land uses are generally representative of widely adopted densities for rural lands across many Florida local governments and not unique to Alachua County or City of Newberry. Complete text for either element are available upon request.

Staff finds the requests consistent with the City of Newberry Comprehensive Plan and Land Development Regulations and recommend adoption of the ordinances. Adopting the ordinances would not negatively impact public interest. Further analysis is not warranted.

Attachments:

1. City of Newberry Comprehensive Plan excerpt
2. Alachua County Comprehensive Plan excerpt
3. Subject Properties Parcel Numbers and Map

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 1

City of Newberry Objective 3.2, FLU Category Table:
The below Object 3.2 and subsequent table provide for the density

FLU OBJECTIVE 3.2 : Define a list of the FLU categories and descriptions for each; identify associated intents, applicability, maximum densities/intensities, and use types; and their relationship to zoning classifications.

FLU POLICY 3.2.1: The City's Land Development Regulations (LDRs) shall contain design and development standards based on and consistent with the following FLU categories and corresponding general ranges of densities and intensities. The allocation of FLU categories shall be depicted in the Comprehensive Plan FLUM's series:

Table identifying FLU categories and compatible zoning districts classifications:

FLU Category	Zoning District Classification	Typical Uses	Maximum Density	Maximum Intensity
Agriculture	A, CN, PRRD	Agricultural; Rural commercial, Residential, Single-Family; Manufactured Home	1 du/5 ac	20 percent Impervious Surface Ratio (20% ISR)

The City's Land Use categories are listed below, with accompanying requirements, densities, and intensities.

Agriculture

The Agriculture land use category consists of areas predominantly used for crop cultivation, specialty farms and dwelling units, silviculture areas, livestock (except for intensive agricultural uses, described below), and the production of photovoltaic solar energy facilities (commonly referred to as solar farms) as defined in the LDRs.

Materials oriented industrial uses shall only be permitted within the Materials Oriented Industrial or Natural Resource-based Industrial FLU categories within this Comprehensive Plan.

Intensive agricultural uses shall only be permitted within the Intensive Agriculture or Natural Resource-based Industrial FLU categories within this Comprehensive Plan.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Mining uses shall only be permitted within the Mining or Natural Resource-based Industrial FLU categories within this Comprehensive Plan.

In addition, the processing storage and sale of agricultural products and commodities, which are not raised on the premises, riding or boarding stables, commercial kennels, veterinary clinics and animal shelters, group homes, child care centers, cottage industries (as home occupations), private clubs and lodges, off-site signs, cemeteries and crematories, and other similar uses compatible with agricultural uses may be approved as special exceptions within the Agriculture land use category and be subject to an intensity of less than or equal to 20% ISR.

Agricultural density shall be limited to a density of less than or equal to 1 dwelling unit per 5 acres. However, within the Agriculture land use category, notwithstanding the density requirement of 1 dwelling unit per 5 acres stated above, lots equal to or greater than 1 acre and less than 5 acres may be created, as follows:

a)Individual lots;
b)Subdivision lots up to 25 lots; or
c)Planned Rural Residential Development (PRRD) lots.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

NEWBERRY Florida
Established 1895
25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 2

Alachua County Rural/Agriculture Objective 6.2 and Policy 6.2.5.1.(b)(1):

OBJECTIVE 6.2 - RURAL/AGRICULTURE
Areas identified for Rural/Agriculture on the Future Land Use Map are for agricultural activities including forestry and other agricultural uses, such as cattle grazing, cultivation of field crops, vegetable crops, dairies and those commercial or other uses on a limited scale serving or ancillary to agricultural activities, such as farm equipment and supplies, sales or service, farmers' markets, agritourism activities, composting, limited agricultural processing and wood product processing and wood manufacturing as provided in Policy 6.1.8 above, and agricultural products distribution. Rural residential uses, home-based businesses, rural event centers, heritage tourism and ecotourism activities, resource-based recreation and outdoor activity-based recreation are also allowed. Other uses involving animals not normally associated with agricultural activities, which would be suitable in the Rural/Agricultural areas, such as animal sanctuaries, kennels, and commercial animal raising, may be approved by the County Commission. New residential uses at a maximum density of one dwelling unit per five acres shall be permitted subject to the restrictions in Policy 6.2.7, except that the total allowable dwelling units may be increased pursuant to the Planned Development-Transfer of Development Rights program in accordance with 6.2.5.1 or the incentive bonuses for clustering of rural residential subdivisions in accordance with Policies 6.2.9 - 6.2.14.

* * *

Policy 6.2.5.1 In order to implement COSE Policy 4.10.6, Planned Developments with Transfers of Development (PD-TDR) may be proposed for two or more separate parcels under the same ownership to facilitate transfers of development rights from regulated conservation areas, as defined in Conservation and Open Space Element Policy 3.1.1, to less sensitive areas designated as Rural/Agriculture on the Future Land Use Map. The PD-TDR will allow units of density to be transferred from one or more contiguous parcels (sending parcels) to one or more geographically separate parcels (receiving parcels). All parcels involved shall be rezoned as PD-TDR-S or PD-TDR-R. As a result of the transfer, receiving parcels may be developed at a gross density that exceeds that provided on the receiving parcel by the Rural/Agriculture land use category. The process and standards for PD/TDR developments shall be consistent with rural clustering policies with the following additional requirements:

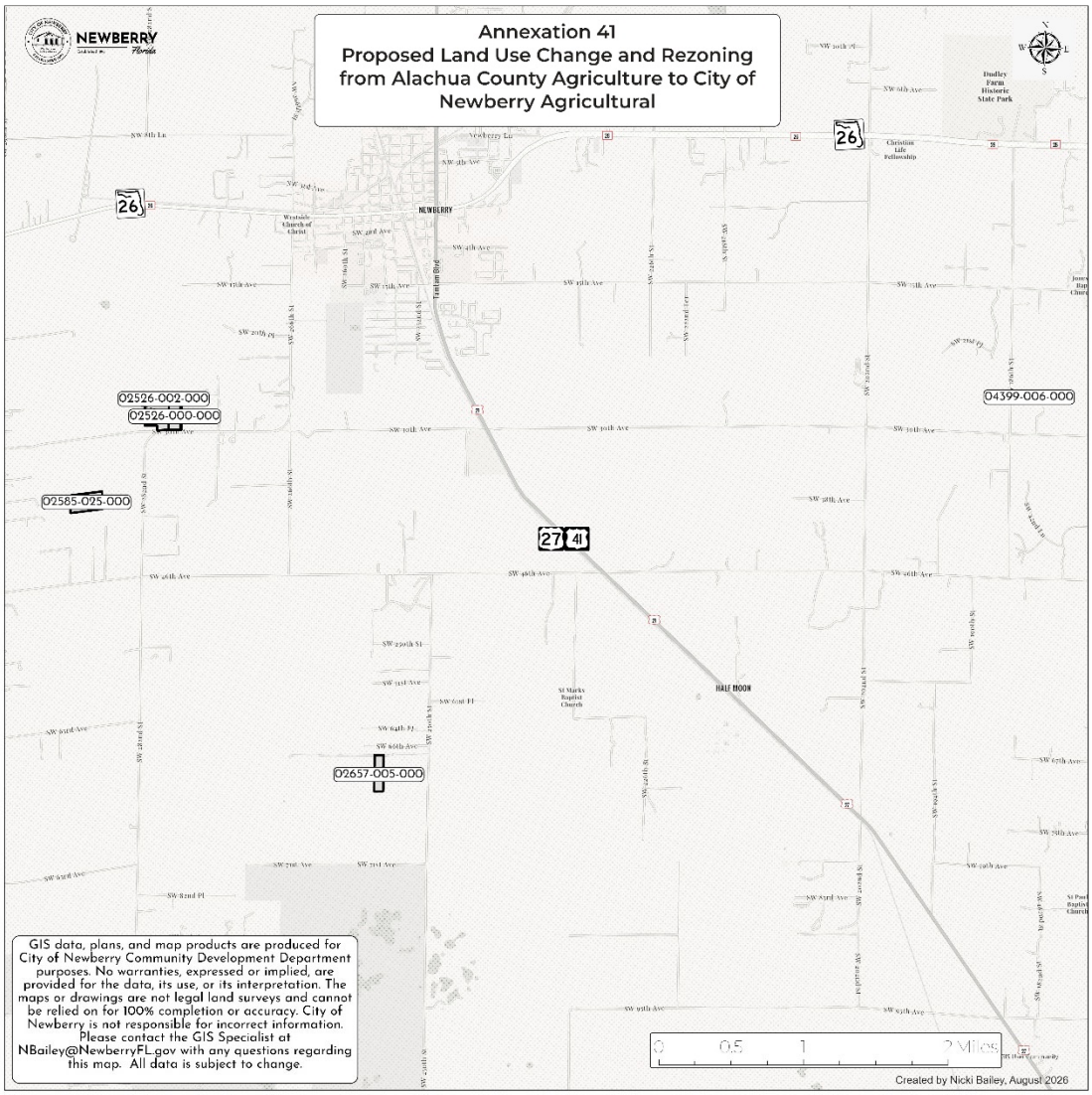
* * *

(b) The maximum number of units that can be transferred shall be the lesser of:
(1) The number of units that could be developed on the sending parcel(s) under the Rural/Agriculture maximum gross density of 1 units per 5 acres, plus bonus units consistent with Policy 6.2.10(d); or
(2) The number of upland acres, excluding wetlands and wetland buffers, on the sending parcel(s).

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 3

Owner Name	Parcel ID	Acres
Mays, Jr., E. Jack and Deborah	02657-005-000	10
Clarkson-Bergman Family Partnership Ltd.	02526-000-000, 02526-002-000	36.83
Burford, Scott and Amber	04399-006-000	6
The Hermitage LLC	02585-025-000	17.12



ORDINANCE NO. 2026-37
Petition# CPA 26-18

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 ALACHUA COUNTY RURAL/AGRICULTURE TO CITY OF NEWBERRY AGRICULTURE ON 5 PARCELS (COMPRISING A PORTION OF ANNEXATION #41) THAT ARE IDENTIFIED AS TAX PARCEL NO. 02526-000-000, TAX PARCEL NO. 02526-002-000, TAX PARCEL NO. 02585-025-000, TAX PARCEL NO. 02657-005-000 AND TAX PARCEL NO. 04399-006-000; 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.

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 now codified with 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, the parcels included in this Ordinance were voluntarily annexed into City as part of Annexation #41 by adoption of Ordinance No. 2026-32, Ordinance No. 2026-34, Ordinance No. 2026-30 and Ordinance No. 2026-31 on September 28, 2026;

WHEREAS, an application to amend the Future Land Use Map of the Comprehensive Plan was filed with the City by the owner of each property identified in Sections 1 through 4 below and were collectively assigned File Number CPA 26-18 (the "Petition");

WHEREAS, this amendment to the Future Land Use Map involves less than 50 contiguous acres and qualifies as a small-scale development amendment per Section 163.3187, Florida Statutes;

WHEREAS, as required by Section 163.3174, Florida Statutes, the City Planning and Zoning Board (which serves as the City's Local Planning Agency) held a public hearing on September 8, 2026 to review this proposed amendment to the Future Land

Use Map and the Planning and Zoning Board recommendation has been forwarded to the City Commission; and

WHEREAS, pursuant to Section 50.0311, Florida Statutes, and Article V of the City Charter, this proposed Ordinance has been noticed once, 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 Future Land Use Plan Map is consistent with the Comprehensive Plan and that the requirements of Chapter 163, Florida Statutes, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Future Land Use Map Amended. The Future Land Use Map of the Comprehensive Plan is amended by changing the future land use category of the following properties from **Alachua County Rural/Agriculture** to **City of Newberry Agriculture:**

Tax Parcel No. 02526-000-000, consisting of approximately 10 acres, generally located northeast of the intersection of SW 282nd Street and SW 30th Avenue, that is legally described as:

> A part of the SW 1/4 of the SW 1/4 of Section 8, Township 10 South, Range 17 East, Alachua County, Florida, being more particularly described as follows:
>
> Commence at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 8, Township 10 South, Range 17 East and run North 01°35'50" West, along the East line thereof, 50.00 feet to the North right of way line of S.W. 30th Avenue (100' right of way); thence run South 87°57'37" West, along said North right of way line, a distance of 40.00 feet to the Point of Beginning; thence continue South 87°57'37" West, along said North right of way line, a distance of 417.45 feet; thence run North 01°35'50" West, parallel with said East line of the Southwest Quarter of the Southwest Quarter, a distance of 1044.00 feet; thence run North 87°57'37" East, parallel with said North right of way line, a distance of 417.45 feet; thence run South 01°35'50" East, parallel with said East line, a distance of 1044.00 feet to the Point of Beginning.

AND contiguous Tax Parcel No. 02526-002-000 consisting of approximately 26.83 acres, generally located northeast of the intersection of SW 282nd Street and SW 30th Avenue, that is legally described as:

A part of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section 8, Township 10 South, Range 17 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4) and run thence North 01°35'50" West, along the East line thereof 50.00 feet to the North Right-of-Way line of SW 30th Avenue (100' R/W), and the Point of Beginning; thence South 87°57'37" West, along said Right-of-Way line, 40.00 feet; thence North 01°35'50" West, parallel to said East line, 1044.00 feet; thence South 87°57'37" West, 417.45 feet; thence South 01°35'50" East, 1044.00 feet to said North Right-of-Way line; thence South 87°57'37" West, along said Right-of-Way line, 169.65 feet to the beginning of a curve, concave Southeasterly and having a radius of 766.20 feet; thence Southwesterly along and with the arc of said curve and along said Right-of-Way line through a central angle of 18°18'14", an arc distance of 244.77 feet; thence North 05°46'33" West, 199.19 feet; thence South 87°57'37" West, 443.56 feet to the West line of said Section 8; thence North 01 °37'43" West, along said West line, 1121.25 feet to the Northwest corner of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4); thence North 87°52'38" East, 1326.14 feet to the Northeast corner of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4); thence South 01°35'50" East, along the East line of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4), 1283.18 feet to the Point of Beginning.

Section 2. Future Land Use Map Amended. The Future Land Use Map of the Comprehensive Plan is amended by changing the future land use category of the following property from **Alachua County Rural/Agriculture** to **City of Newberry Agriculture:**

Tax Parcel No. 02585-025-000, consisting of approximately 17 acres, located at 28609 SW 30th Avenue, that is legally described as:

Commence at the NW corner of the NE1/4 of Section 18, Township 10 South, Range 17 East, and run South 00°44'12" East, 1325.94 feet to a concrete monument; thence run South 00°43'15" East, 676.61 feet to the Point of Beginning; thence continue South 00°43'15 East, 648.44 feet; thence run North 81°13'10" East along the South line of said NE ¼, 1171.78 feet; thence run North 03°36'48" West, a distance of 645.36 feet; thence run South 81°11'02" West, 1138.99 feet to the Point of Beginning, lying and being in the NE ¼ of Section 18, Township 10 South, Range 17 East, Alachua County, Florida.

Section 3. Future Land Use Map Amended. The Future Land Use Map of the Comprehensive Plan is amended by changing the future land use category of the

following property from **Alachua County Rural/Agriculture** to **City of Newberry Agriculture:**

Tax Parcel No. 02657-005-000 consisting of approximately 10 acres, located at 25515 SW 67th Avenue, that is legally described as:

The W 1/2 of the E 1/2 of the SW 1/4 of the NE 1/4 of Section 28, Township 10 South. Range 17 East. Alachua County, Florida.

Section 4. Future Land Use Map Amended. The Future Land Use Map of the Comprehensive Plan is amended by changing the future land use category of the following property from **Alachua County Rural/Agriculture** to **City of Newberry Agriculture:**

Tax Parcel No. 04399-006-000 consisting of approximately 6 acres located at 2601 SW 186th Street, that is legally described as:

That part of Section 8, Township 10 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 8 for a point of reference; thence run North 01 degrees 32 minutes 44 seconds West, along the West line of said Section 8, a distance of 1326.36 feet to the Southwest corner of the South half of the Northwest Quarter of the Southwest Quarter (S1/2 of NW1/4 of SW1/4) of said Section 8 and the point of beginning; thence from the said point of beginning continue North 01 degrees 32 minutes 44 seconds West, along the said West line of Section 8 a distance of 200.35 feet; thence run North 89 degrees 15 minutes 45 seconds East, parallel to the South line of the South Half of the Northwest Quarter of the Southwest Quarter of said Section 8, a distance of 1305.76 feet to an intersection with a fence line; thence run Southerly, along the said fence line, a distance of 200.33 feet to an intersection with the South line of the South Half of the Northwest Quarter of the Southwest Quarter of said Section 8; thence run South 89 degrees 15 minutes 45 seconds West, along the said South line of the Northwest Quarter of the Southwest Quarter of Section 8, a distance of 1303.54 feet to the point of beginning.

The location of each property described above is shown on the attachment to this Ordinance for visual reference. In the event of conflict or inconsistency, the legal descriptions above shall prevail over the attachment.

Section 5. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment 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 Future Land Use Map in accordance with Sections 1 through 4 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 6. Severability. If any provision or portion of this Ordinance is held by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, such holding shall not affect the other portions of this Ordinance which can be given meaning and effect without the invalid, unconstitutional or unenforceable portions, and to this end the provisions of this Ordinance are declared severable.

Section 7. 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 8. Effective Date; Recording. This Ordinance shall become effective immediately upon adoption and the City Clerk is directed to record same in the City Ordinance Book. However, the effective date of the Comprehensive Plan Future Land Use Map amendment, if not timely challenged, shall be 31 days after the date of final adoption of this Ordinance. If the Future Land Use Map amendment is timely challenged pursuant to Section 163.3187(5)(a), Florida Statutes, then the effective date of the Map amendment shall be the date the state land planning agency or the Administration Commission enters a final order determining this adopted Map amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this Map amendment may be issued or commence before the Map amendment has become effective.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on November 23, 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 December 14, 2026.

CITY OF NEWBERRY, FLORIDA

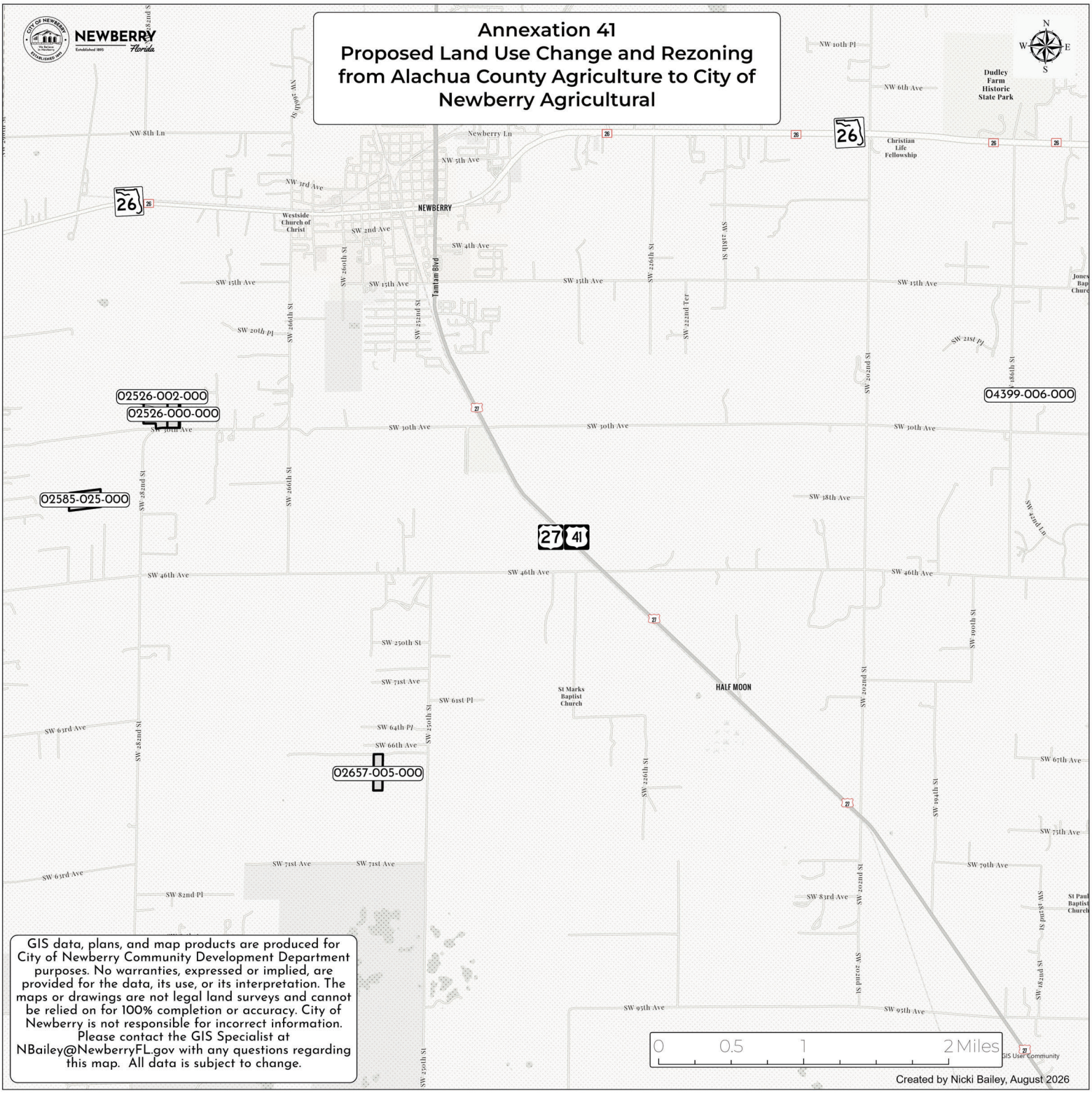
_____
Timothy R. Marden, Mayor

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


Annexation 41
Proposed Land Use Change and Rezoning from Alachua County Agriculture to City of Newberry Agricultural
NEWBERRY
Florida
Established 1895
NW 10th Pl
NW 6th Ave
Dudley Farm Historic State Park
NW 8th Ln
Newberry Ln
NW 5th Ave
NW 3rd Ave
Christian Life Fellowship
Westside Church of Christ
SW 2nd Ave
SW 4th Ave
SW 15th Ave
SW 20th Pl
SW 21st Pl
Tamtam Blvd
02526-002-000
02526-000-000
04399-006-000
SW 30th Ave
02585-025-000
SW 18th Ave
SW 46th Ave
HALF MOON
St Marks Baptist Church
SW 250th St
SW 71st Ave
SW 61st Pl
SW 64th Pl
SW 66th Ave
02657-005-000
SW 63rd Ave
SW 67th Ave
SW 75th Ave
SW 79th Ave
SW 82nd Pl
SW 83rd Ave
SW 95th Ave
St Paul Baptist Church
GIS data, plans, and map products are produced for City of Newberry Community Development Department purposes. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. The maps or drawings are not legal land surveys and cannot be relied on for 100% completion or accuracy. City of Newberry is not responsible for incorrect information. Please contact the GIS Specialist at NBailey@NewberryFL.gov with any questions regarding this map. All data is subject to change.
0 0.5 1 2 Miles
GIS User Community
Created by Nicki Bailey, August 2026

File Attachments for Item:

12. Ordinance # 2026-38/LDR 26-26: Small-scale Zoning Amendment for Annexation 41 Ag properties.

Quasi-judicial, First Reading of Ordinance # 2026-38/LDR 26-26. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas in the Land Development Regulations by changing the Zoning District from Alachua County Agricultural to City of Newberry Agricultural on 5 parcels comprising a portion of Annexation #41 that are identified as Tax Parcel No. 02526-000-000, Tax Parcel No. 02526-002-000, Tax Parcel No. 02585-025-000, Tax Parcel No. 02657-005-000 and Tax Parcel No. 04399-006-000; 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.

Commission Agenda Item

Meeting Date: November 23, 2026

Title: Ordinance # 2026-38/LDR 26-26: Small-scale Zoning Amendment for Annexation 41 Ag properties.
Quasi-judicial, First Reading of Ordinance # 2026-38/LDR 26-26. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas in the Land Development Regulations by changing the Zoning District from Alachua County Agricultural to City of Newberry Agricultural on 5 parcels comprising a portion of Annexation #41 that are identified as Tax Parcel No. 02526-000-000, Tax Parcel No. 02526-002-000, Tax Parcel No. 02585-025-000, Tax Parcel No. 02657-005-000 and Tax Parcel No. 04399-006-000; 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.

Agenda Section: Public Hearings

Department: Community Development Department

Strategic Goal/Objective: GOAL D.1
Future-focused roadmap for community planning
GOAL D.3
A strong, diverse local economy

Presented By: Lauren Yeattter, AICP

Recommended Actions: Approve Ordinance # 2026-38.

Summary:
Small scale Zoning Map Amendment, comprising a portion of Annexation #41 into the City of Newberry. The change of zoning is from Alachua County Agricultural to City of Newberry Agricultural. These constitute like-for-like changes for the purposes of administering the City of Newberry Code of Ordinances. No increase in density or intensity of land use is proposed. A data and analysis report was not prepared for these land use changes.

Attachments:

1. Ordinance 2026-38
2. Staff Memo

ORDINANCE NO. 2026-38
Petition# LDR 26-26

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS IN THE LAND DEVELOPMENT REGULATIONS BY CHANGING THE ZONING DISTRICT FROM ALACHUA COUNTY AGRICULTURAL TO CITY OF NEWBERRY AGRICULTURAL ON 5 PARCELS (COMPRISING A PORTION OF ANNEXATION #41) THAT ARE IDENTIFIED AS TAX PARCEL NO. 02526-000-000, TAX PARCEL NO. 02526-002-000, TAX PARCEL NO. 02585-025-000, TAX PARCEL NO. 02657-005-000 AND TAX PARCEL NO. 04399-006-000; 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.

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 now codified with 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, the parcels included in this Ordinance were voluntarily annexed into City as part of Annexation #41 by adoption of Ordinance No. 2026-32, Ordinance No. 2026-34, Ordinance No. 2026-30 and Ordinance No. 2026-31 on September 28, 2026;

WHEREAS, an application to amend the Official Zoning Atlas of the Land Development Regulations was filed with the City by the owner of each property identified

in Sections 1 through 4 below and were collectively assigned File Number LDR 26-26 (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 September 8, 2026 to review this proposed amendment to the Official Zoning Atlas and the Planning and Zoning Board recommendation has been forwarded 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 once, 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 is consistent with the Comprehensive Plan and the LDRs.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Official Zoning Atlas Amended. The Official Zoning Atlas of the Land Development Regulations is amended by changing the zoning district of the following properties from **Alachua County Agricultural** to **City of Newberry Agricultural:**

Tax Parcel No. 02526-000-000, consisting of approximately 10 acres generally located northeast of the intersection of SW 282nd Street and SW 30th Avenue, that is legally described as:

> A part of the SW 1/4 of the SW 1/4 of Section 8, Township 10 South, Range 17 East, Alachua County, Florida, being more particularly described as follows:
>
> Commence at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 8, Township 10 South, Range 17 East and run North 01°35'50" West, along the East line thereof, 50.00 feet to the North right of way line of S.W. 30th Avenue (100' right of way); thence run South 87°57'37" West, along said North right of way line, a distance of 40.00 feet to the Point of Beginning; thence continue South 87°57'37" West, along said North right of way line, a distance of 417.45 feet; thence run North 01°35'50" West, parallel with said East line of the Southwest Quarter of the Southwest Quarter, a distance of 1044.00 feet; thence run North 87°57'37" East, parallel with said North right of way line, a distance of

417.45 feet; thence run South 01°35'50" East, parallel with said East line, a distance of 1044.00 feet to the Point of Beginning.

AND contiguous Tax Parcel No. 02526-002-000 consisting of approximately 26.83 acres generally located northeast of the intersection of SW 282nd Street and SW 30th Avenue, that is legally described as:

A part of the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section 8, Township 10 South, Range 17 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4) and run thence North 01°35'50" West, along the East line thereof 50.00 feet to the North Right-of-Way line of SW 30th Avenue (100' R/W), and the Point of Beginning; thence South 87°57'37" West, along said Right-of-Way line, 40.00 feet; thence North 01°35'50" West, parallel to said East line, 1044.00 feet; thence South 87°57'37" West, 417.45 feet; thence South 01°35'50" East, 1044.00 feet to said North Right-of-Way line; thence South 87°57'37" West, along said Right-of-Way line, 169.65 feet to the beginning of a curve, concave Southeasterly and having a radius of 766.20 feet; thence Southwesterly along and with the arc of said curve and along said Right-of-Way line through a central angle of 18°18'14", an arc distance of 244.77 feet; thence North 05°46'33" West, 199.19 feet; thence South 87°57'37" West, 443.56 feet to the West line of said Section 8; thence North 01 °37'43" West, along said West line, 1121.25 feet to the Northwest corner of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4); thence North 87°52'38" East, 1326.14 feet to the Northeast corner of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4); thence South 01°35'50" East, along the East line of said Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4), 1283.18 feet to the Point of Beginning.

Section 2. Official Zoning Atlas Amended. The Official Zoning Atlas of the Land Development Regulations is amended by changing the zoning district of the following property from **Alachua County Agricultural** to **City of Newberry Agricultural:**

Tax Parcel No. 02585-025-000, consisting of approximately 17 acres, located at 28609 SW 30th Avenue, that is legally described as:

Commence at the NW corner of the NE1/4 of Section 18, Township 10 South, Range 17 East, and run South 00°44'12" East, 1325.94 feet to a concrete monument; thence run South 00°43'15" East, 676.61 feet to the Point of Beginning; thence continue South 00°43'15 East, 648.44 feet; thence run North 81°13'10" East along the South line of said NE ¼, 1171.78 feet; thence run North 03°36'48" West, a distance of 645.36 feet; thence run South 81°11'02" West, 1138.99 feet to the Point of Beginning, lying and being in the NE ¼ of Section 18, Township 10 South, Range 17 East, Alachua County, Florida.

Section 3. Official Zoning Atlas Amended. The Official Zoning Atlas of the Land Development Regulations is amended by changing the zoning district of the following property from **Alachua County Agricultural** to **City of Newberry Agricultural:**

Tax Parcel No. 02657-005-000 consisting of approximately 10 acres located at 25515 SW 67th Avenue that is legally described as:

The W 1/2 of the E 1/2 of the SW 1/4 of the NE 1/4 of Section 28, Township 10 South. Range 17 East. Alachua County, Florida.

Section 4. Official Zoning Atlas Amended. The Official Zoning Atlas of the Land Development Regulations is amended by changing the zoning district of the following property from **Alachua County Agricultural** to **City of Newberry Agricultural:**

Tax Parcel No. 04399-006-000 consisting of approximately 6 acres located at 2601 SW 186th Street, that is legally described as:

That part of Section 8, Township 10 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 8 for a point of reference; thence run North 01 degrees 32 minutes 44 seconds West, along the West line of said Section 8, a distance of 1326.36 feet to the Southwest corner of the South half of the Northwest Quarter of the Southwest Quarter (S1/2 of NW1/4 of SW1/4) of said Section 8 and the point of beginning; thence from the said point of beginning continue North 01 degrees 32 minutes 44 seconds West, along the said West line of Section 8 a distance of 200.35 feet; thence run North 89 degrees 15 minutes 45 seconds East, parallel to the South line of the South Half of the Northwest Quarter of the Southwest Quarter of said Section 8, a distance of 1305.76 feet to an intersection with a fence line; thence run Southerly, along the said fence line, a distance of 200.33 feet to an intersection with the South line of the South Half of the Northwest Quarter of the Southwest Quarter of said Section 8; thence run South 89 degrees 15 minutes 45 seconds West, along the said South line of the Northwest Quarter of the Southwest Quarter of Section 8, a distance of 1303.54 feet to the point of beginning.

The location of each property described above is shown on the attachment to this Ordinance for visual reference. In the event of conflict or inconsistency, the legal descriptions above shall prevail over the attachment.

Section 5. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment 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 Sections 1 through 4 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 6. Severability. If any provision or portion of this Ordinance is held by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, such holding shall not affect the other portions of this Ordinance which can be given meaning and effect without the invalid, unconstitutional or unenforceable portions, and to this end the provisions of this Ordinance are declared severable.

Section 7. 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 8. Effective Date; Recording. This Ordinance shall become effective immediately upon adoption and the City Clerk is directed to record same in the City Ordinance Book. However, the map amendment to the Official Zoning Atlas shall not become effective until the Comprehensive Plan Future Land Use Map amendment adopted by Ordinance No. 2026-37 becomes effective as provided therein.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on November 23, 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 December 14, 2026.

CITY OF NEWBERRY, FLORIDA

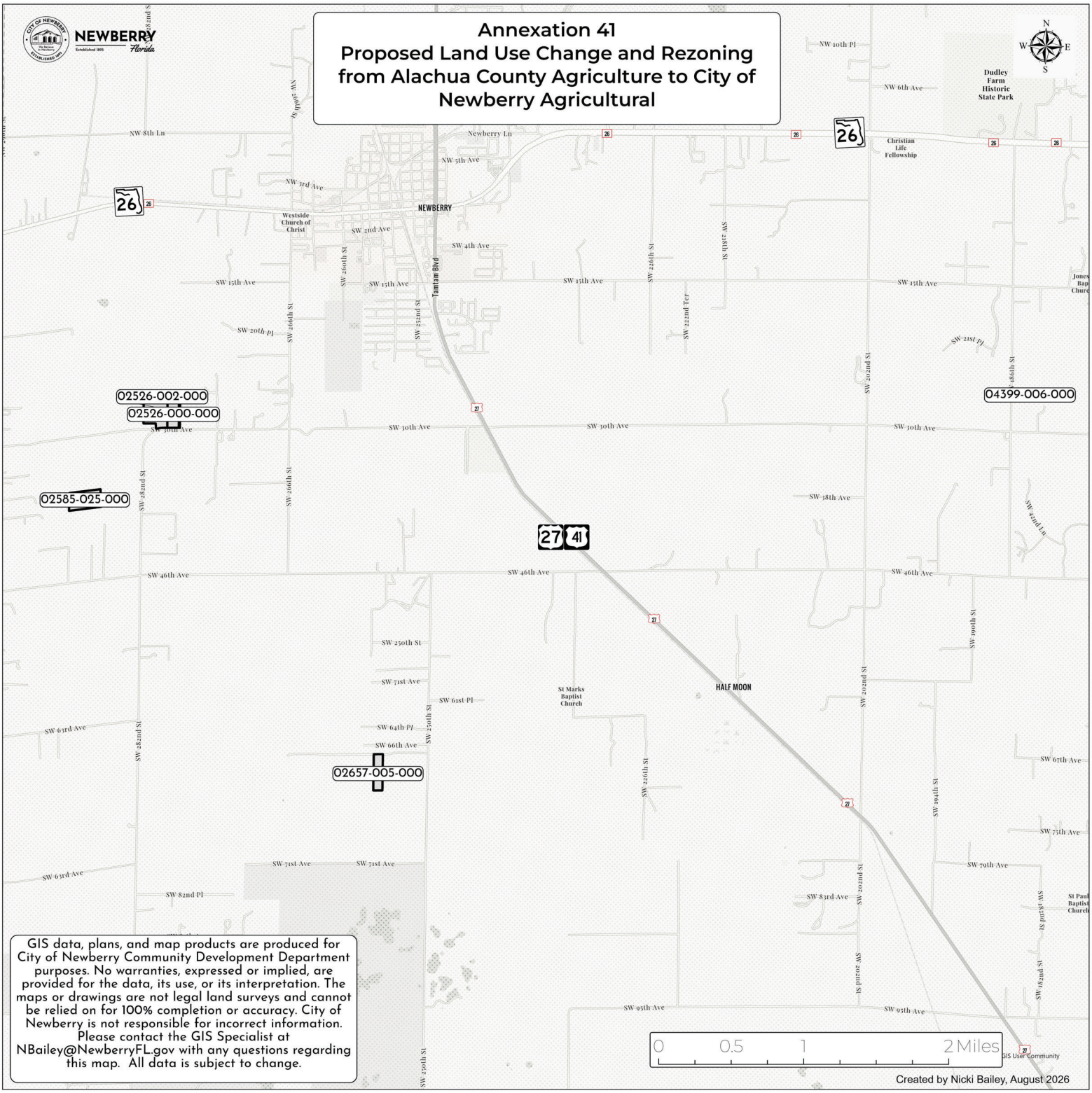
_____
Timothy R. Marden, Mayor

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


Annexation 41
Proposed Land Use Change and Rezoning from Alachua County Agriculture to City of Newberry Agricultural
NEWBERRY
Florida
NW 10th Pl
NW 6th Ave
Dudley Farm Historic State Park
NW 8th Ln
Newberry Ln
NW 5th Ave
NW 3rd Ave
Christian Life Fellowship
Westside Church of Christ
NEWBERRY
SW 2nd Ave
SW 4th Ave
SW 15th Ave
Tamtam Blvd
SW 20th Pl
SW 21st Pl
02526-002-000
02526-000-000
04399-006-000
SW 30th Ave
02585-025-000
SW 18th Ave
SW 46th Ave
HALF MOON
St Marks Baptist Church
SW 250th St
SW 71st Ave
SW 61st Pl
SW 64th Pl
SW 66th Ave
02657-005-000
SW 63rd Ave
SW 67th Ave
SW 75th Ave
SW 79th Ave
SW 82nd Pl
SW 83rd Ave
SW 95th Ave
0 0.5 1 2 Miles
Created by Nicki Bailey, August 2026
GIS data, plans, and map products are produced for City of Newberry Community Development Department purposes. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. The maps or drawings are not legal land surveys and cannot be relied on for 100% completion or accuracy. City of Newberry is not responsible for incorrect information. Please contact the GIS Specialist at NBailey@NewberryFL.gov with any questions regarding this map. All data is subject to change.

NEWBERRY Florida
Established 1895

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Staff Memo

DATE: September 8, 2026

FROM: Lauren Yeatter, AICP, Assistant Director, Community Development Department

TO: Mayor and Planning and Zoning Board Members, City of Newberry

SUBJECT: Rezonings for Annexation #41 Properties, Ag to Ag

This memo provides excerpts from the Alachua County Code of Ordinances and the City of Newberry Code of Ordinances included as attachments to this memo. The excerpts of FLUEs demonstrate an equilibrium between the two land uses and their respective levels of density and intensity. Both land use classifications provide for a by-right density of one (1) dwelling unit per five (5) acres of land. Under certain justified exceptions, densities may be increased under either future land use classification. Regardless, the intent and character presented through the goals, objectives, and policies are remarkably similar. Both land uses are generally representative of widely adopted densities for rural lands across many Florida local governments and not unique to Alachua County or City of Newberry. Complete text for either element are available upon request.

The zoning district descriptions for the Alachua County Rural/Agriculture (A) and the City of Newberry Agricultural (A) are attached for reference. Evaluation of the zoning districts was conducted, and staff determined that they are of comparable standards for development.

Staff finds the requests consistent with the City of Newberry Comprehensive Plan and Land Development Regulations and recommend adoption of the ordinances. Adopting the ordinances would not negatively impact public interest. Further analysis is not warranted.

Attachments:

1. City of Newberry Code of Ordinances, Appendix B, Article 4, Section 4.4
2. Alachua County Code of Ordinances, Section 403.03
3. Subject Properties Parcel Numbers and Map

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 1

Section 4.4. "A" Agricultural.

4.4.1. Districts and intent. 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.

4.4.2. Permitted principal uses and structures.

1. All agricultural activities (excepting intensive agriculture, material-oriented industrial development, mining activities as defined in section 2.1 and as provided for as a special permit in article 14 herein and not including livestock or poultry slaughterhouses), including the raising of livestock and poultry, the production of dairy and poultry products, the cultivation of field crops and fruits and berries, forestry in accordance with the Comprehensive Plan, apiculture, and similar uses; provided, that no structure used for housing of animals or any commercial feed lot operation shall be located within 300 feet of any lot line, and no structure used for housing domestic animals shall be located within 100 feet of any lot line (excepting that the keeping of no more than two horses in on parcels less than 10 acres in size may be housed in a barn or stable that is located within 25 feet of the adjacent properties).

2. The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided, that no building used for these activities shall be located within 300 feet of any side or rear lot line.

3. Single-family dwellings.

4. Mobile homes.

5. Plant nurseries and greenhouses.

6. Homes of six or fewer residents which otherwise meet the definition of a "community residential home" (see section 4.2).

7. Solar energy facilities (solar farms) as defined in Section 2.1. Solar Farms shall be regulated in accordance with Section 4.2.40.

4.4.3. Permitted accessory uses and structures.

1. 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 principal use or structure or on a contiguous lot in the same owner

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.

2. Examples of permitted accessory uses and structures include:

a. Barns and stables;

b. Private garages;

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

c. Private swimming pools;

d. On-site signs (see section 4.2); and

e. Residential facilities for caretakers whose work requires residence on the premises or for employees who will be quartered on the premises.

f. Administration and maintenance buildings, transmission lines, substations, energy storage equipment, and related accessory uses and structures for solar farms.

4.4.4. Prohibited uses and structures. Junk yard or automobile wrecking yard, intensive agricultural uses as defined in section 2.1 and located within areas designated as high groundwater aquifer recharge as identified on the map entitled "Recharge Potential of the Florida Aquifer System, Alachua County, Florida", prepared by the Suwannee River Water Management District, as of December 2004; and any use or structure not specifically, provisionally or by reasonable implication permitted herein as a special exception.

4.4.5. Special exceptions. (See also articles 12 and 13.)

1. The processing, storage and sale of agricultural products and commodities which are not raised on the premises; provided, that no building used for these activities shall be located within 300 feet of any side or rear lot line.

2. Livestock auction arenas.

3. Livestock or poultry slaughterhouses; provided, that no building used for these activities shall be located within 300 feet of any lot line.

4. Sawmills and planing mills; provided that no building used for these activities shall be located within 300 feet of any side or rear lot line.

5. Agricultural equipment and related machinery sales.

6. Agricultural feed and grain packaging, blending, storage and sales.

7. Agricultural fertilizer storage and sales.

8. Agricultural fairs and fairground activities.

9. Riding or boarding stables; provided that no building used for housing of animals shall be located within 300 feet of any lot line.

10. Commercial kennels, veterinary clinics and animal shelters; provided that no open runs or open-air structures used for housing of animals shall be located within 300 feet of any lot line. Commercial kennels, veterinary clinics, and animal shelters meeting the criteria outlined in Section 4.2.41 may be located within 50 feet of any adjacent property line.

11. Group living facilities.

12. Crematories.

13. Airplane landing fields.

14. Public buildings and facilities, unless otherwise specified (see section 4.2).

15. Private clubs and lodges.

16. Off-site signs (see also section 4.2).

17. Churches and other houses of worship, and accessory parochial elementary, middle schools and high schools offering curricula comparable to that of public schools.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

18. Cemeteries and mausoleums.

19. Child care centers (see also section 4.2.33).

20. Recreational vehicle parks and commercial campgrounds.

21. Public and private recreational uses related to the city's sports tourism economic development program, to include but not be limited to competitive sport venues, equestrian parks, waterparks, arenas and amphitheaters, motor sport competition venues including racetracks and accessory uses such as associated resorts, campgrounds, recreational vehicle parks.

22. Tiny Home Neighborhoods, as defined in Section 2.1 and regulated in accordance with Section 4.2.42.

23. Small-scale rural event centers related to agricultural uses, agritourism, wedding venues, and/or wellness retreats to include but not be limited to recreation, entertainment, and/or educational experiences, and accessory uses such as associated sales of agricultural products grown on or off premises, beer gardens, farm-to-table cafes, food truck plazas, outdoor health & wellness activities. For the purposes of this small-scale rural event center special exception, "small-scale" is defined as 300 or fewer participants/attendees.

24. Small-scale rural subdivisions, subject to the policies and regulations provided in the supplemental district regulations referenced in Appendix B, Article 4, Section 4.2.43 of the City of Newberry Code of Ordinances.

4.4.6. Minimum lot requirements (area, width).

1. Single-family dwellings, mobile homes and group living facilities:

Minimum lot area: Five acres.

Minimum lot width: 270 feet.

2. All other permitted uses and structures (unless otherwise specified):

None, except as necessary to meet other requirements as set out herein.

4.4.7. Minimum yard requirements (depth of front and rear yard, width of side yard). (See section 4.2 for right-of-way setback requirements.)

1. All permitted uses and structures (unless otherwise specified):

Front: 30 feet.

Side: 25 feet.

Rear: 25 feet.

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.

4.4.8. Maximum height of structures. (See also section 4.2 for exceptions.)

No portion shall exceed: 72 feet (see section 4.2, exclusion from height limitations).

4.4.9. Maximum lot coverage by all buildings.

20 percent.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Note: In addition to meeting the required lot, yard, building height, lot coverage, landscaped buffering, and off-street parking requirements of this section, no structure shall exceed a 1.0 floor area ratio.

4.4.10. Minimum landscaped buffering requirements. (See also section 4.2.)

1. All permitted uses and structures (unless otherwise specified):

None, except as necessary to meet other requirements as set out herein.

4.4.11. Minimum off-street parking requirements. (See also section 4.2.)

1. Residential dwelling units: Two spaces for each dwelling unit.

2. Elementary and junior high schools: Two spaces for each classroom or office room, plus one space for each three seats in any auditorium or gymnasium.

3. Senior high school: Four spaces for each classroom or office room, plus two spaces for each three seats in any auditorium or gymnasium.

4. Churches or other houses of worship: One space for each six permanent seats in the main auditorium.

5. Public buildings and facilities (unless otherwise specified): One space for each 200 square feet of floor area.

6. Private clubs and lodges: One space for each 300 square feet of floor area.

7. Group living facilities: One space for each bedroom.

8. Livestock or poultry slaughterhouse; saw mills and planing mills; crematories; agricultural feed and grain packaging, blending, storage and sales; agricultural fertilizer storage and sales: One space for each 500 square feet of floor area.

9. Livestock auction arenas; agricultural equipment and related machinery sales; agricultural fairs and fairground activities; drive-in theaters; racetracks and speedways; golf and archery ranges; rifle, shotgun and pistol ranges; commercial kennels; veterinary clinics; and animal shelters: One space for each 350 square feet of floor area, plus, where applicable, one space for each 1,000 square feet of lot or ground area outside buildings used for any type of sales, display or activity.

10. Child care centers: One space for each 300 square feet of floor area devoted to child caring activities.

11. For other special exceptions as specified herein: To be determined by findings in the particular case.

(Ord. No. 7-03, § 2, 6-9-2003; Ord. No. 16-03, § 2, 9-8-2003; Ord. No. 10-04, § 2, 7-12-2004; Ord. No. 8-05, § 1(4.4.8), 2-28-2005; Ord. No. 18-06, § 2, 8-28-2006; Ord. No. 25-08, § 2, 11-10-2008; Ord. No. 05-10, § 1, 5-24-2010; Ord. No. 08-10, § 3, 5-24-2010; Ord. No. 08-12, § 3, 6-11-2012; Ord. No. 16-12, § 2, 11-26-2012; Ord. No. 24-14, § 1, 10-13-2014; Ord. No. 2018-01, § 1, 3-26-2018; Ord. No. 2019-03, § 1, 3-25-2019; Ord. No. 2019-13, § 1, 6-10-2019; Ord. No. 2019-15, § 2, 7-22-2019; Ord. No. 2021-01, § 1, 3-8-2021; Ord. No. 2021-10, § 1, 4-12-2021; Ord. No. 2022-18, § 1, 1-24-2022; Ord. No. 2022-27, § 1, 7-25-2022)

NEWBERRY Florida
Established 1895
25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 2

Sec. 403.03. Rural/agricultural district descriptions.

(a) Agricultural (A) district. The agricultural district (A) implements the rural/agriculture designation on the Future Land Use Map, and the policies of the Comprehensive Plan to allow rural and agricultural areas to be developed in a manner consistent with the retention of agriculture, Open Space, and rural character; preservation of environmentally sensitive areas; and the efficient use of public services and facilities. Permitted uses are found on the Use Table in Article II of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of Section 404.08 for similar uses is prohibited.

(b) Agricultural rural business (A-RB) district. The agricultural rural business district (A-RB) implements the rural/agriculture designation on the Future Land Use Map, and the policies of the Comprehensive Plan to provide for those commercial or other uses on a limited scale serving or ancillary to agricultural activities. Properties zoned A-RB shall front a paved publicly-maintained road and shall be located at least a mile from all other properties zoned A-RB. Permitted uses are found on the Use Table in Article II of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of Section 404.08 for similar uses is prohibited.

(c) Agriculture (AG-TDR) district (with transfer of development rights). The agriculture transfer of development rights district implements the rural/agriculture designation on the Future Land Use Map and the transfer of development rights policies of the Comprehensive Plan, to provide principally for agricultural activities while allowing limited residential development at a density of up to one (1) dwelling unit per forty (40) acres. A rezoning to this district shall occur when the owner of an agricultural property, defined as having an approved agriculture classification from the Alachua County Property Appraiser, has voluntarily sold or otherwise conveyed associated development rights pursuant to the TDR program outlined in Chapter 402 Article XX.

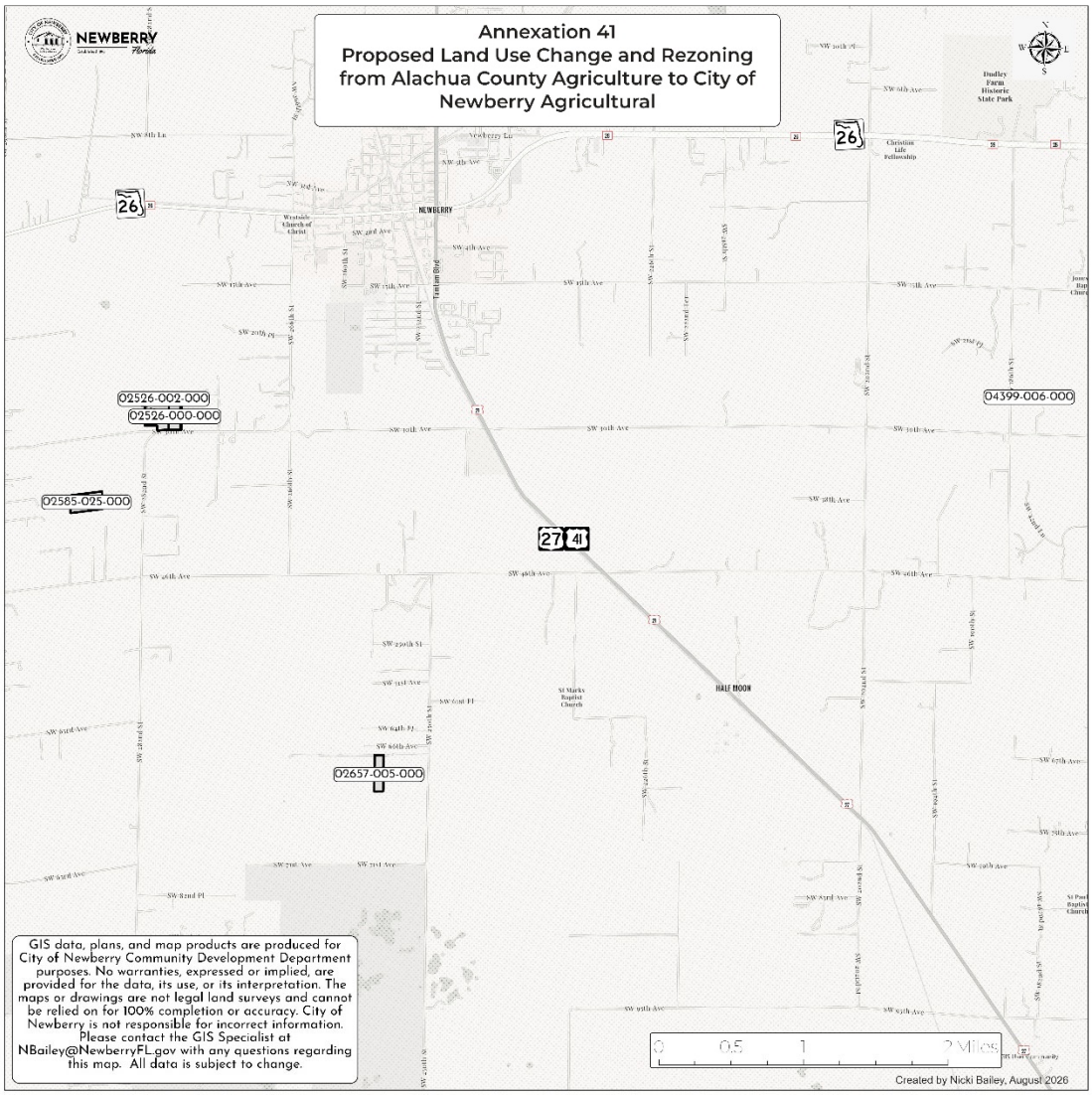
(d) Conservation (C-TDR) district (with transfer of development rights). The conservation transfer of development rights district implements the TDR policies of the Comprehensive Plan, to provide principally for preservation of environmentally sensitive land while allowing limited residential development if resources can be protected at a density of up to one (1) unit per two hundred (200) acres where consistent with a conservation area management plan. Higher densities of up to one (1) dwelling unit per forty (40) acres may be proposed where it can be demonstrated that there is not impact on resource protection and where consistent with the conservation area management plan. A rezoning to this district shall occur when the owner of conservation property, defined as properties that contain strategic ecosystems or are on the Alachua County Forever (ACF) active acquisition list, has voluntarily sold or otherwise conveyed associated development rights pursuant to the TDR program outlined in Chapter 402 Article XX.

(Ord. No. 05-10, § 2, 12-8-05; Ord. No. 06-14, § 2(Exh. A), 7-20-06; Ord. No. 09-05, § 2(Exh. A), 9-9-09; Ord. No. 2020-25, § 2(Exh. A), 11-10-20)

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 3

Owner Name	Parcel ID	Acres
Mays, Jr., E. Jack and Deborah	02657-005-000	10
Clarkson-Bergman Family Partnership Ltd.	02526-000-000, 02526-002-000	36.83
Burford, Scott and Amber	04399-006-000	6
The Hermitage LLC	02585-025-000	17.12



File Attachments for Item:

13. Ordinance # 2026-16/CPA 26-13: Small-scale Future Land Use Amendment for City-owned properties.

Legislative, Second Reading of Ordinance # 2026-16/CPA 26-13. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Mixed Use, Agriculture, And Residential Low Density to Public Facilities and Land on 10 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000, and 02534-100-000; 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.

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Ordinance # 2026-16/CPA 26-13: Small-scale Future Land Use Amendment for City-owned properties. Legislative, Second Reading of Ordinance # 2026-16/CPA 26-13. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Mixed Use, Agriculture, And Residential Low Density to Public Facilities and Land on 10 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000, and 02534-100-000; 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.
Agenda Section:	Public Hearings
Department:	Community Development Department
Strategic Goal/Objective:	GOAL C.2: Park and greenspace expansion Obj. C.2.1 Expand parks where feasible to enhance our recreational opportunities Obj. C.2.2 Preserve and acquire greenspaces for passive parks Obj. C.2.3 Coordinate park expansion with the master comprehensive plan
Presented By:	Lauren Yeatter, AICP, Community Development Director
Recommended Actions:	Approve Ordinance # 2026-16.

Summary:
City-initiated request for a small-scale future land use map amendment to Public Facilities and Land classification on City properties. The change of land use is from Mixed Use, Agriculture, and Residential Low Density to Public Facilities and Land. This request aligns the current use of the property with the appropriate and applicable future land use classification.

Attachments:

1. Ordinance 2026-16
2. Staff Memo

ORDINANCE NO. 2026-16
Petition #CPA 26-13

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF NEWBERRY COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORIES FROM MIXED USE, AGRICULTURE, AND RESIDENTIAL LOW DENSITY TO PUBLIC FACILITIES AND LAND ON 10 CITY-OWNED PROPERTIES IDENTIFIED AS TAX PARCEL NUMBERS 01874-101-000, 01874-301-000, 01894-002-002, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000, AND 02534-100-000; 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.

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 now codified with 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, an application to amend the Future Land Use Map of the Comprehensive Plan was initiated by the City as the Property Owner and assigned File No. CPA 26-13 (the "Petition");

WHEREAS, this amendment to the Future Land Use Map involves a use of 50 contiguous acres or fewer and qualifies as a small-scale development amendment per Section 163.3187, Florida Statutes;

WHEREAS, as required by Section 163.3174, Florida Statutes, on July 6, 2026, the City Planning and Zoning Board (which serves as the City's Local Planning Agency) held a public hearing to review this proposed amendment to the Future Land Use Map and the Planning and Zoning Board recommendation has been forwarded to the City Commission;

WHEREAS, pursuant to Section 50.0311, Florida Statutes, and Article V of the City Charter, this proposed Ordinance has been noticed once, 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 Future Land Use Plan Map is consistent with the Comprehensive Plan and that the requirements of Chapter 163, Florida Statutes, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Future Land Use Map Amended. The Future Land Use Map of the Comprehensive Plan is amended by changing the future land use category on certain City-owned properties as set forth below. The location of the properties is shown for visual reference on the attachment to this Ordinance. In the event of conflict or inconsistency, the legal description for each property provided below shall prevail over the attachment.

Avalon Woods Lift Station: The future land use category is changed from **Mixed Use** to **Public Facilities and Land** on Parcel No. 01874-101-000 consisting of approximately 0.1 acres described as:

> Lift Station tract, Avalon Woods Phase 1A, according to the plat thereof recorded at Plat Book 37, Page 70, Public Records of Alachua County, Florida.

Avalon Woods Lift Station: The future land use category is changed from **Mixed Use** to **Public Facilities and Land** on Parcel No. 01874-301-000 consisting of approximately 0.1 acres described as:

> Lift Station parcel, Avalon Woods Phase 3, according to the map or plat thereof, as recorded in Plat Book 39, Pages 14 through 16, inclusive, Public Records of Alachua County, Florida.

Stormwater Facility: The future land use category is changed from **Agriculture** to **Public Facilities and Land** on Parcel No. 01894-002-002 consisting of approximately 3.97 acres described as:

> A parcel of land, lying in the northeast quarter (NE ¼) of Section 33, Township 9 South, Range 17 East, City of Newberry, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk (PRM 4929) at the southeast corner of the northeast quarter (NE ¼) of said Section 33; thence South 88°21'01" West, along the southerly line of said Northeast Quarter (NE ¼), a distance of 149.10 feet to the point of beginning; thence continue South 88°21'01" West, along said southerly line, a distance of 758.66 feet; thence North 01°38'59" West, a distance of 228.00 feet; thence North 88°21'01" East, a distance of 758.66 feet; thence South 01°38'59" East, a distance of 228.00 feet to the Point of Beginning.

Stormwater Facility: The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02022-001-000 consisting of approximately 1.3 acres described as:

Lots 1 through 7, and Lot 14, Block 11, Chapman and Smiths Addition to the City of Newberry, Florida, lying in the SW ¼ of the NW ¼, and the NW ¼ of the NW ¼ of Section 4, Township 10 South, Range 17 East, according to the map or plat thereof as recorded in Plat Book A, Page 122, Public Records of Alachua County, Florida.

Together with the north half of the 10' wide alleyway lying south and adjacent to the south lot lines of Lots 2-7, and the entire 10' alleyway between Lots 1 and 14, Block 11, Chapman and Smiths Addition to the City of Newberry, Florida, lying in the SW ¼ of the NW 1/4, and the NW ¼ of the NW ¼ of Section 4, Township 10 South, Range 17 East, according to the map or plat thereof as recorded in Plat Book A, Page 122, Public Records of Alachua County, Florida.

Less and Except any portion of the vacated roadway between Blocks 10 and 11.

Stormwater Facility: The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02182-000-000 consisting of approximately 0.04 acres described as:

Lot 4, Block 25, Original Plat of Newberry, according to the plat thereof recorded at Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Stormwater Facility: The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02262-003-000 consisting of approximately 0.24 acres described as:

Lot 3, Block 55, Original Plat of Newberry, according to the plat thereof recorded at Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Stormwater Facility: The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02262-007-000 consisting of approximately 0.1 acres described as:

The West 35 feet of Lot 7, Block 55, Original Plat of Newberry, according to the plat thereof recorded in Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Countryway Stormwater Facility: The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02530-013-000 consisting of approximately 1.56 acres described as:

The Stormwater Management Facility in Cottages of Country Way, according to the plat thereof recorded in Plat Book 27, Page 73, Public Records of Alachua County, Florida.

Countryway Stormwater Facility: The future land use category is changed from **Agriculture** to **Public Facilities and Land** on Parcel No. 02530-200-000 consisting of approximately 4.29 acres described as:

The Stormwater Management Facility in Villas of Country Way, according to the plat thereof recorded in Plat Book 28, Page 46, Public Records of Alachua County, Florida.

Countryway Stormwater Facility: The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02534-100-000 consisting of approximately 3.5 acres described as:

The Stormwater Management Facility in Countryway at Sylvania Terrace Replat, according to the plat thereof recorded at Plat Book 28, Page 93, Public Records of Alachua County, Florida.

Section 2. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment 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 Future Land Use Map in accordance with Section 1 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 3. 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 4. 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 5. Effective Date; Recording. This Ordinance shall become effective immediately upon adoption and the City Clerk is directed to record same in the City Ordinance Book. However, the effective date of the Comprehensive Plan Future Land Use Map amendment, if not timely challenged, shall be 31 days after the date of final adoption of this Ordinance. If the Future Land Use Map amendment is timely challenged pursuant to Section 163.3187(5)(a), Florida Statutes, then the effective date of the Map amendment shall be the date the state land planning agency or the Administration Commission enters a final order determining this adopted Map amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this Map amendment may be issued or commence before the Map amendment has become effective.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on November 9, 2026.

Adopted (Final Passage) on Second Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on November 23, 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

CITY OF NEWBERRY
We Believe in Newberry
ESTABLISHED 1895

NEWBERRY
Established 1895
Florida

Exhibit A:
Map of Parcels to be Changed to Public Facilities Land Use
CPA 26-13

N
W E
S

01874-101-000

27 41

01874-301-000

NW Sta 45

01894-002-002

CHURCH OF GOD BY FAITH INC

NW 250th St

W Newberry Rd

26

02022-001-000

02182-000-000

Newberry

27

26

W Newberry Rd

WESTSIDE CHURCH OF CHRIST

02262-007-000

02262-003-000

CITY REC. FIELD

NEWBERRY HIGH SCHOOL

OAK VIEW MIDDLE SCHOOL

Tamtam Blvd

NEWBERRY ELEMENTARY SCHOOL

02530-013-000

02534-100-000

02530-200-000

SR 45

GIS data, plans, and map products are produced for City of Newberry Community Development Department purposes. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. The maps or drawings are not legal land surveys and cannot be relied on for 100% completion or accuracy. City of Newberry is not responsible for incorrect information.
Please contact the GIS Specialist at NBailey@NewberryFL.gov with any questions regarding this map. All data is subject to change.

0 0.2 0.4 0.8 Miles

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Created by Nicki Bailey, October 2026

NEWBERRY Florida
Established 1895

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Staff Memo

DATE: July 6, 2026

FROM: Lauren Yeatter, AICP, Assistant Director, Community Development Department

TO: Mayor and City Commissioners, City of Newberry

SUBJECT: Small-scale Future Land Use Map Amendments for City-owned Properties

---

This memo provides excerpts from the Future Land Use Elements of the City of Newberry Comprehensive Plans.

The proposed future land use classification, including the uses it permits, are compatible with the adjacent land uses. This petition corrects and amends the underlying future land use to allow the petitioners the full benefit, or the highest and best use of the properties.

Staff finds the request aligns the current use of the properties with the appropriate and applicable future land use classification, and it is consistent with the City of Newberry Comprehensive Plan and Land Development Regulations and recommend adoption of the ordinance. Adopting the ordinance would not negatively impact public interest. Further analysis is not warranted.

Attachments:

1. City of Newberry Future Land Use Element Excerpts
2. Subject Properties Parcel Numbers and Map

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 1

City of Newberry Objective 3.2, FLU Category Table:
The below Object 3.2 and subsequent table provide for the density

FLU OBJECTIVE 3.2: Define a list of the FLU categories and descriptions for each; identify associated intents, applicability, maximum densities/intensities, and use types; and their relationship to zoning classifications.

FLU POLICY 3.2.1: The City's Land Development Regulations (LDRs) shall contain design and development standards based on and consistent with the following FLU categories and corresponding general ranges of densities and intensities. The allocation of FLU categories shall be depicted in the Comprehensive Plan FLUM's series:

Table identifying FLU categories and compatible zoning districts classifications:

FLU Category	Zoning District Classification	Typical Uses	Maximum Density	Maximum Intensity
Agriculture	A, CN, PRRD	Agricultural; Rural commercial, Residential, Single-Family; Manufactured Home	1 du/5 ac	20% Impervious Surface Ratio (20% ISR)
Residential Low Density	RSF-1, RSF-2; RMH-1, RMH-2, RMH-3; RMH-P; PRD, RO	Residential, Single-Family; Manufactured Home	4 du/ac	40% maximum ground cover
Mixed Use	A, MU	Residential, Office, Commercial	Single-family: 4 du/ac Multiple family: 20 du/ac	70% ISR
Public Facilities and Land	PF	Public Facilities	(N/A)	80% ISR

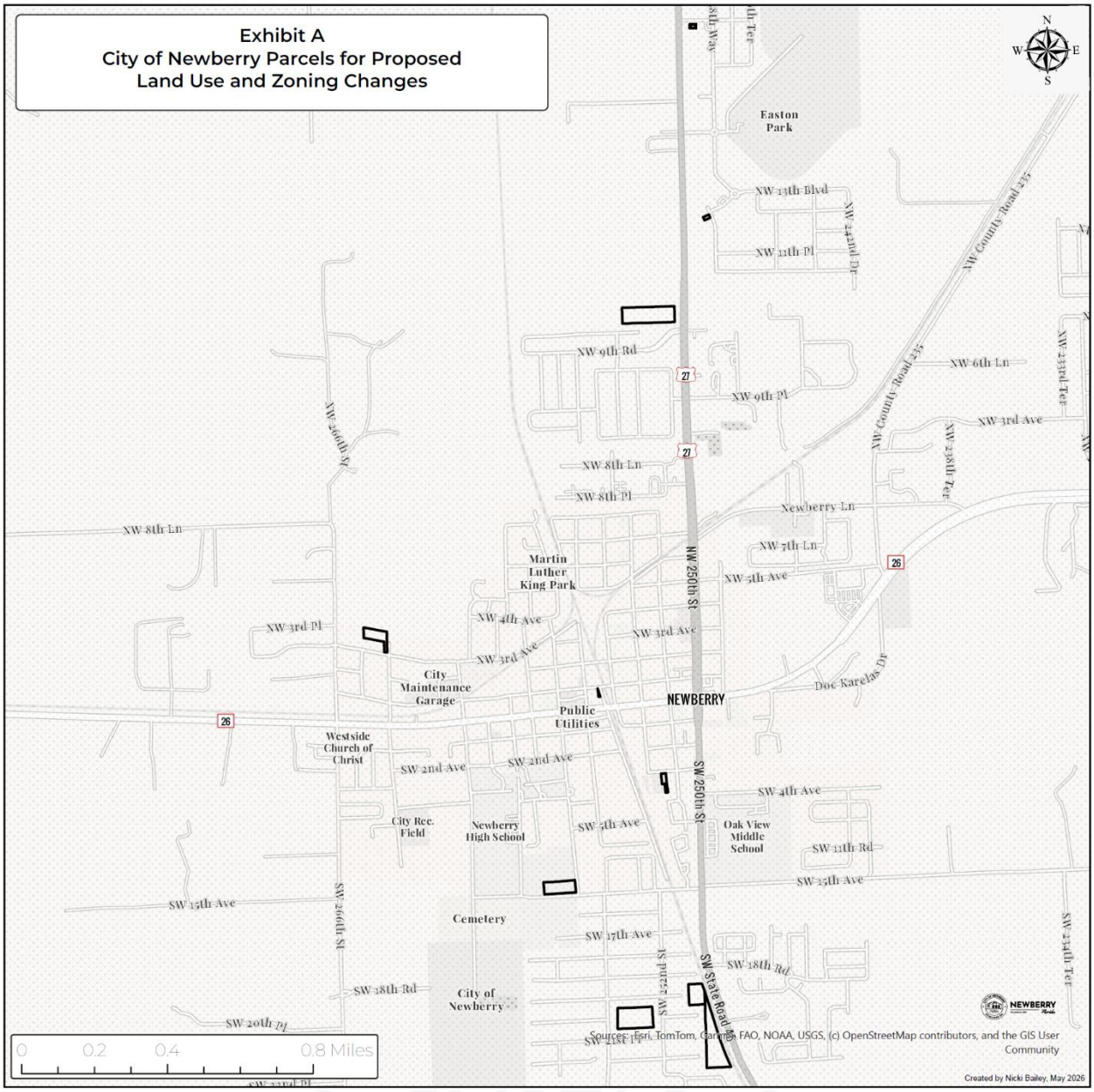
25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 2

Comprehensive Plan Amendment CPA 26-13: A city-initiated request for a small-scale land use amendment on the following parcels to Public Facilities and Land Future Land Use.

Parcel #	Acres	Current Land Use	Proposed Land Use	Name
01874-101-000	0.1	Mixed Use	Public Facilities and Land	Avalon Woods Lift Station
01874-301-000	0.1	Mixed Use	Public Facilities and Land	Avalon Woods Lift Station
01894-002-002	3.97	Agriculture	Public Facilities and Land	stormwater
02022-001-000	1.3	Residential Low Density	Public Facilities and Land	stormwater
02182-000-000	0.04	Residential Low Density	Public Facilities and Land	stormwater
02262-003-000	0.24	Residential Low Density	Public Facilities and Land	stormwater
02262-007-000	0.1	Residential Low Density	Public Facilities and Land	FDOT stormwater extension
02530-013-000	1.56	Residential Low Density	Public Facilities and Land	Countryway stormwater
02530-200-000	4.29	Agriculture	Public Facilities and Land	Countryway stormwater
02534-100-000	3.5	Residential Low Density	Public Facilities and Land	Countryway stormwater

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov



File Attachments for Item:

14. Ordinance # 2026-17/LDR 26-18: Re-Zoning for City-owned properties.

Quasi-Judicial, Second Reading of Ordinance # 2026-17/LDR 26-18. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the zoning districts from Mixed Use, Agricultural, Residential Single Family-2, And Residential Single Family/Mobile Home-2 to Public Facilities on 11 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 01988-007-000, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000 and 02534-100-000; 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.

Commission Agenda Item

Meeting Date: November 23, 2026

Title: Ordinance # 2026-17/LDR 26-18: Re-Zoning for City-owned properties.
Quasi-Judicial, Second Reading of Ordinance # 2026-17/LDR 26-18. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the zoning districts from Mixed Use, Agricultural, Residential Single Family-2, And Residential Single Family/Mobile Home-2 to Public Facilities on 11 City-owned properties identified as Tax Parcel numbers 01874-101-000, 01874-301-000, 01894-002-002, 01988-007-000, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000 and 02534-100-000; 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.

Agenda Section: Public Hearings

Department: Community Development Department

Strategic Goal/Objective: GOAL C.2: Park and greenspace expansion
Obj. C.2.1 Expand parks where feasible to enhance our recreational opportunities
Obj. C.2.2 Preserve and acquire greenspaces for passive parks
Obj. C.2.3 Coordinate park expansion with the master comprehensive plan

Presented By: Lauren Yeatter, AICP, Community Development Director

Recommended Actions: Approve Ordinance # 2026-17.

Summary:
City-initiated request for a small-scale rezoning to Public Facilities (PF) on City properties. The change of zoning is from Mixed Use (MU), Agricultural (A), Residential Single Family-2 (RSF-2), and Residential Single Family/Mobile Home-2 (RSF/MH-2) to Public Facilities (PF). This request aligns the current use of the property with the appropriate and applicable zoning district.

Attachments:

1. Ordinance 2026-17
2. Staff Memo

ORDINANCE NO. 2026-17
Petition #LDR 26-18

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF NEWBERRY LAND DEVELOPMENT REGULATIONS BY CHANGING THE ZONING DISTRICTS FROM MIXED USE, AGRICULTURAL, RESIDENTIAL SINGLE FAMILY-2, AND RESIDENTIAL SINGLE FAMILY/MOBILE HOME-2 TO PUBLIC FACILITIES ON 11 CITY-OWNED PROPERTIES IDENTIFIED AS TAX PARCEL NUMBERS 01874-101-000, 01874-301-000, 01894-002-002, 01988-007-000, 02022-001-000, 02182-000-000, 02262-003-000, 02262-007-000, 02530-013-000, 02530-200-000 AND 02534-100-000; 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.

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 now codified with 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, an application to amend the Official Zoning Atlas was initiated by the City as the Property Owner and assigned File No. LDR 26-18 (the "Petition");

WHEREAS, as required by Part II of Chapter 163, Florida Statutes and Articles 13 and 16 of the LDRs, on July 6, 2026, the City Planning and Zoning Board (which serves as the City's Local Planning Agency) held a public hearing to review this proposed

amendment to the Official Zoning Atlas and the Planning and Zoning Board recommendation has been forwarded to the City Commission;

WHEREAS, as this is a City initiated rezoning on non-contiguous properties owned by the City, mailed notice to the property owner and the large advertisement as set forth in Section 166.041(3)(c), Florida Statutes, is not required;

WHEREAS, pursuant to Sections 166.041(3)(c)(1) and 50.0311, Florida Statutes, and Article V of the City Charter, this proposed Ordinance has been noticed once, 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 is consistent with the Comprehensive Plan and the LDRs.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Official Zoning Atlas Amended. The Official Zoning Atlas of the Land Development Regulations is amended by changing the zoning districts assigned to certain City-owned properties as set forth below. The location of the properties is shown for visual reference on the attachment to this Ordinance. In the event of conflict or inconsistency, the legal description for each property provided below shall prevail over the attachment.

Avalon Woods Lift Station: The zoning district is changed from **Mixed Use** to **Public Facilities** on Parcel No. 01874-101-000 consisting of approximately 0.1 acres described as:

Lift Station tract, Avalon Woods Phase 1A, according to the plat thereof recorded at Plat Book 37, Page 70, Public Records of Alachua County, Florida.

Avalon Woods Lift Station: The zoning district is changed from **Mixed Use** to **Public Facilities** on Parcel No. 01874-301-000 consisting of approximately 0.1 acres described as:

Lift Station parcel, Avalon Woods Phase 3, according to the map or plat thereof, as recorded in Plat Book 39, Pages 14 through 16, inclusive, Public Records of Alachua County, Florida.

Stormwater Facility: The zoning district is changed from **Agricultural** to **Public Facilities** on Parcel No. 01894-002-002 consisting of approximately 3.97 acres described as:

A parcel of land, lying in the northeast quarter (NE ¼) of Section 33, Township 9 South, Range 17 East, City of Newberry, Alachua County, Florida, being more particularly described as follows:

Commence at a nail and disk (PRM 4929) at the southeast corner of the northeast quarter (NE ¼) of said Section 33; thence South 88°21'01" West, along the southerly line of said Northeast Quarter (NE ¼), a distance of 149.10 feet to the point of beginning; thence continue South 88°21'01" West, along said southerly line, a distance of 758.66 feet; thence North 01°38'59" West, a distance of 228.00 feet; thence North 88°21'01" East, a distance of 758.66 feet; thence South 01°38'59" East, a distance of 228.00 feet to the Point of Beginning.

Stormwater by Elementary: The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 01988-007-000 consisting of approximately 1.82 acres described as:

A parcel of the southeast quarter (SE ¼) of Section 4, Township 10 South, Range 17 East, City of Newberry, Alachua County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast ¼ of Section 4, Township 10 South, Range 17 East, Alachua County, Florida and run thence North 86°51'58" East along the south line of said Section 4 and along the north right of way line of SW 15th Ave (80' Right-of-Way) a distance of 338.91 feet to the Point of Beginning; thence continue North 86°51'58" East, along said south line and said north right of way line, 457.98 feet to a point on the west right of way line of SW 255th St (50' Right of Way); thence North 06°51'02" West, along said west right of way line, 181.46 feet; thence south 84°29'27" West, 304.22 feet; thence South 89°03'35" West, 145.10 feet; thence South 04°02'05" East, 174.04 feet to the Point of Beginning.

Stormwater Facility: The zoning district is changed from **Residential Single Family/Mobile Home-2** to **Public Facilities** on Parcel No. 02022-001-000 consisting of approximately 1.3 acres described as:

Lots 1 through 7, and Lot 14, Block 11, Chapman and Smiths Addition to the City of Newberry, Florida, lying in the SW ¼ of the NW ¼, and the NW ¼ of the NW ¼ of Section 4, Township 10 South, Range 17 East, according to the map or plat thereof as recorded in Plat Book A, Page 122, Public Records of Alachua County, Florida.

Together with the north half of the 10' wide alleyway lying south and adjacent to the south lot lines of Lots 2-7, and the entire 10' alleyway between Lots 1 and 14, Block 11, Chapman and Smiths Addition to the City of Newberry, Florida, lying in

the SW ¼ of the NW 1/4, and the NW ¼ of the NW ¼ of Section 4, Township 10 South, Range 17 East, according to the map or plat thereof as recorded in Plat Book A, Page 122, Public Records of Alachua County, Florida.

Less and Except any portion of the vacated roadway between Blocks 10 and 11.

Stormwater Facility: The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02182-000-000 consisting of approximately 0.04 acres described as:

Lot 4, Block 25, Original Plat of Newberry, according to the plat thereof recorded at Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Stormwater Facility: The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02262-003-000 consisting of approximately 0.24 acres described as:

Lot 3, Block 55, Original Plat of Newberry, according to the plat thereof recorded at Plat Book A, Page 129A, Public Records of Alachua County, Florida.

FDOT Stormwater Facility: The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02262-007-000 consisting of approximately 0.1 acres described as:

The West 35 feet of Lot 7, Block 55, Original Plat of Newberry, according to the plat thereof recorded in Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Countryway Stormwater Facility: The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02530-013-000 consisting of approximately 1.56 acres described as:

The Stormwater Management Facility in Cottages of Country Way, according to the plat thereof recorded in Plat Book 27, Page 73, Public Records of Alachua County, Florida.

Countryway Stormwater Facility: The zoning district is changed from **Agricultural** to **Public Facilities** on Parcel No. 02530-200-000 consisting of approximately 4.29 acres described as:

The Stormwater Management Facility in Villas of Country Way, according to the plat thereof recorded in Plat Book 28, Page 46, Public Records of Alachua County, Florida.

Countryway Stormwater Facility: The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02534-100-000 consisting of approximately 3.5 acres described as:

The Stormwater Management Facility in Countryway at Sylvania Terrace Replat, according to the plat thereof recorded at Plat Book 28, Page 93, Public Records of Alachua County, Florida.

Section 2. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment 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 1 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 3. 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 4. 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 5. 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. However, the map amendment to the Official Zoning Atlas shall not become effective until the Comprehensive Plan Future Land Use Map amendment adopted by Ordinance No. 2026-21 becomes effective as provided therein.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on _____, 2026.

Adopted (Final Passage) on Second Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on _____, 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
City of Newberry Parcels for Proposed Land Use and Zoning Changes

01874-101-000
01874-301-000
01894-002-002
02022-001-000
02182-000-000
02262-003-000
02262-007-000
01988-007-000
02530-013-000
02534-100-000
02530-200-000

Easton Park
Martin Luther King Park
City Maintenance Garage
Public Utilities
Westside Church of Christ
City Rec. Field
Newberry High School
Oak View Middle School
Cemetery
City of Newberry
NEWBERRY

NW 13th Blvd
NW 11th Pl
NW 242nd Dr
NW 9th Rd
NW 9th Pl
NW 6th Ln
NW 3rd Ave
NW 233rd Ter
NW 238th Ter
NW County Road 235
Newberry Ln
NW 8th Ln
NW 8th Pl
NW 266th St
NW 7th Ln
NW 5th Ave
NW 250th St
NW 4th Ave
NW 3rd Pl
NW 3rd Ave
Doc Karelas Dr
SW 2nd Ave
SW 4th Ave
SW 5th Ave
SW 11th Rd
SW 15th Ave
SW 17th Ave
SW 18th Rd
SW 20th pl
SW 21st Pl
SW 22nd Pl
SW 266th St
SW 234th Ter
SW 252nd St
SW State Road 45

27 41
27
26

N W E S

0 0.2 0.4 0.8 Miles

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Created by Nicki Bailey, May 2026

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Staff Memo

DATE: July 6, 2026

FROM: Lauren Yeatter, AICP, Assistant Director, Community Development Department

TO: Mayor and City Commissioners, City of Newberry

SUBJECT: Rezonings for City-owned Properties LDR 26-18

This memo provides zoning district descriptions from the Land Development Regulations for the Agricultural (A), Residential, Single Family-2 (RSF-2), Residential, Single Family/Mobile Home (RSF/MH-2), Mixed Use (MU), and Public Facilities (PF) are linked or attached for reference.

The proposed zoning district and the uses it permits are compatible with the adjacent land uses. This petition corrects and amends the underlying zoning to allow the petitioners the full benefit, or the highest and best use of the properties.

Staff finds the request aligns the current use of the properties with the appropriate and applicable zoning district, and it is consistent with the City of Newberry Comprehensive Plan and Land Development Regulations and recommend adoption of the ordinance. Adopting the ordinance would not negatively impact public interest. Further analysis is not warranted.

Attachments:

1. Current and Proposed Zoning Districts.
2. Subject Properties Parcel Numbers and Map

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 1

Current Zoning Districts:
Section 4.4. - "A" Agricultural.
Section 4.5. – "RSF" Residential, Single-Family.
Section 4.6. - "RSF/MH" Residential, (Mixed) Single-Family/Mobile Home.
Section 4.19. - "MU" Mixed Use Development.

Proposed Zoning District:
Section 4.23. "PF" Public Facilities.
4.23.1. *Districts and intent*. The "PF" Public Facilities category includes one zoning district: PF. Any land acquired, owned or leased by the city or any other governmental entity/agency may be given a zoning designation of PF by initiating the rezoning process set forth in F.S. § 166.041, and Appendix B, Article 16 of the Code of Ordinances, and this section.
To permit residential, non-residential, and/or any combination of each on tracts of land that are owned or leased by the city or any other governmental entity or agency to be planned and developed as a whole, as a single operation or in phases with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning.
4.23.2. *Permitted principal uses and structures*. Government buildings and uses (such as but not limited to Federal, State, County, and/or city buildings and/or facilities; schools, offices, parks, public golf courses etc.). Any use approved by the City Commission for the private development (lease, air-rights etc.) of governmentally owned property. All uses must be consistent with the Comprehensive Plan, zoned according to state law, and must adequately demonstrate the development will serve a public purpose.
1. *Accessory uses and structures*. Any use that is customarily associated with the main permitted use.
4.23.3. *General development regulations for property within PF Public Facilities District*.
1. *Procedures and requirements for rezoning to a PF Development*.
a. *Application*. An application for rezoning to PF development shall be made only by the governmental entity or agency that owns or leases the subject property and processed in the same manner as other applications for change of zoning of land in accordance with state law and pursuant to Appendix B, Article 16 of the Code of Ordinances.
[1.] The Planning and Zoning Board or the City Commission may require a site and development plan application be considered concurrently with the petition for change of zoning designation.
[2.] Should the Planning and Zoning Board or City Commission deem a site and development plan is necessary to ensure compatibility with surrounding properties

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

and protection of public interest, no further action may be taken on the petition for change of zoning, except as required by state law, until such petition for site and development plan approval is presented to the requesting board.

b. *Zoning designation*. Upon the sale of publicly owned or leased property that is currently zoned PF, the governmental entity or agency shall initiate a zoning designation change pursuant to F.S. § 166.041, as amended from time to time, and in accordance with the procedures set forth in Appendix B, Article 16 of the Code of Ordinances. If a governmental entity or agency acquires property to be utilized for a public purpose or desires to develop property it owns or leases for the purposes set forth in 4.23. above, then the rezoning procedures set forth below shall be followed.

c. *Consideration by the City Commission*. Upon receiving the recommendation of the Planning and Zoning Board, the City Commission shall conduct a public hearing to consider the rezoning petition in accordance with the rezoning procedures set forth in Appendix B, Article 16 of the Code of Ordinances and the Site and Development Plan pursuant to Appendix B, Article 14, Section 14.12 of the Code of Ordinances.

4.23.4. *Development regulations for PF property requiring Site and Development Plan Review*. When the city or any other governmental entity/agency owning or leasing public property within a PF district desires to develop the property, Land Development Regulation Administrator in accordance with Appendix B, Article 14, Section 14.12 of the Code of Ordinances and other applicable Articles of the Land Development Regulations is required and the following development regulations shall be followed:

1. *Unified control*. All land included for the purpose of development within a PF district shall be under the control of the city, any other governmental entity or agency. The city or other governmental entity/agency shall present satisfactory legal documents to constitute evidence of the unified control of the entire area within the proposed PF district, which shall be reviewed by the Land Development Regulation Administrator and the City Attorney.

2. *Land use and design regulations*.

a. *Maximum density*.

1. *Density*. The maximum permitted density shall be determined by the City Commission, but in no event shall it exceed the limits set forth in the Comprehensive Plan.

2. *For purposes of this section*. Community Residential Home shall equal one-half of one dwelling unit, and any residential unit shall be equal to one dwelling unit.

b. *Minimum plot size, distance between structures, frontage and setbacks*.

1. No minimum plot size shall be required with a PF development.

2. No minimum distance between structures shall be required within a PF district, except as required by the Florida Building Code. The appropriate distance between structures shall be evaluated on an individual development basis after considering the type and character of the building types within a development.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

3. *Setbacks*. There are no required setbacks or yards except for those imposed by the City Commission, upon recommendation of the Planning and Zoning Board, and the Florida Building Code, as amended from time to time.

c. *Maximum height of structures*. No maximum height of structures shall be required within a PF district. The City Commission upon recommendation of the Planning and Zoning Board shall determine the appropriate height limitations on an individual development basis after considering the character of the surrounding area, the character of the proposed development, and the goals for community development as stated in the Comprehensive Plan.

d. *Total site coverage*. The floor area ratio of proposed development shall be consistent with those adopted in the Comprehensive Plan for the Public future land use classification.

3. *PF District Site and Development Plan*. The Site and Development Plan petition shall be submitted to the Land Development Regulation Administrator pursuant to Appendix B, Article 14, Section 14.12 of the Code of Ordinances. The Land Development Regulation Administrator shall review the PF Site Plan in accordance with the procedures set forth in Appendix B, Article 14, Section 14.12 of the Code of Ordinances and shall forward their recommendation to the Planning and Zoning Board.

4. *Consideration by the City Commission*. The City Commission shall evaluate the Site and Development Plan in accordance with the requirements set forth in Appendix B, Article 14, Section 14.12 of the Code of Ordinances. In addition, the Board shall evaluate the suitability of the proposed development with the Comprehensive Plan and the relevant land development regulations. The Planning and Zoning Board may recommend reasonable conditions, safeguards and stipulations be attached to the approval of the Site and Development Plan. Upon reviewing the Site and Development Plan, the Planning and Zoning Board shall forward its recommendation to the City Commission. Within Appendix B, Article 14, Section 14.12 of the Code of Ordinances, references to the Board of Adjustment shall be interpreted to mean the City Commission as it relates to land zoned PF or subject to rezoning to same. The City Commission shall evaluate the proposed development in the same manner as required of the Board of Adjustment. Consideration of the Site and Development Plan by the City Commission may occur at the same or later public hearing for lands subject to rezoning to PF.

5. *Conformance to the approved Site and Development Plan*.

a. *Permits*. After rezoning to PF district, no permits shall be issued by the city and no development shall commence unless in conformance with the approved Site and Development Plan approved by the City Commission. The PF development may be developed in phases; however, such phases shall be an element of the Site and Development Plan approved by the City Commission.

b. Major and minor changes to the Site and Development Plan shall be made pursuant to Appendix B, Article 14, Section 14.12 of the Code of Ordinances.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

c. *Transfer of ownership*. No land within an approved PF district may be transferred in ownership or in any other way removed from unified control without a written agreement between the city and the parties to which such transfer is made, stipulating their understanding and agreement to a condition that such transferred land shall continue under the full terms and provisions of the PF development approval, or unless rezoned to a district consistent with the current use of the land.

(Ord. No. 2022-59, § 1, 2-13-2023)

ATTACHMENT 2

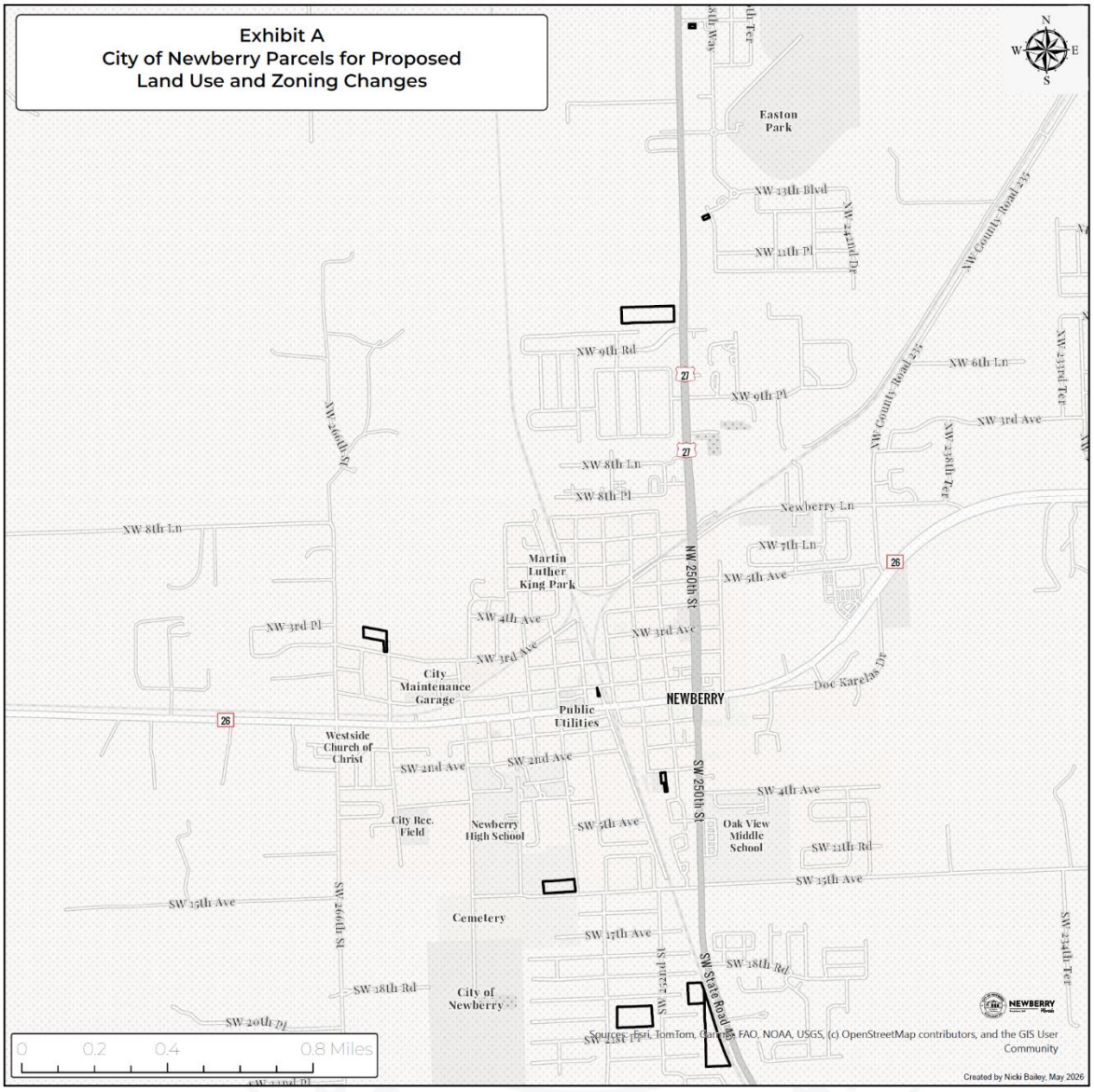
Land Development Regulation LDR 26-18: A city initiated request to change the zoning on the following parcels to Public Facilities Zoning.

Parcel #	Acres	Current Zoning	Proposed Zoning	Name

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

01874-101-000	0.1	Mixed Use	Public Facilities	Avalon Woods Lift Station
01874-301-000	0.1	Mixed Use	Public Facilities	Avalon Woods Lift Station
01894-002-002	3.97	Agricultural	Public Facilities	stormwater
01988-007-000	1.82	Residential Single Family RSF-2	Public Facilities	stormwater by elementary
02022-001-000	1.3	RSF/MH-2 and RSF-2	Public Facilities	stormwater
02182-000-000	0.04	Residential Single Family RSF-2	Public Facilities	stormwater
02262-003-000	0.24	Residential Single Family RSF-2	Public Facilities	stormwater
02262-007-000	0.1	Residential Single Family RSF-2	Public Facilities	FDOT stormwater extension
02530-013-000	1.56	Residential Single Family RSF-2	Public Facilities	Countryway stormwater
02530-200-000	4.29	Agricultural	Public Facilities	Countryway stormwater
02534-100-000	3.5	Residential Single Family RSF-2	Public Facilities	Countryway stormwater

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov



File Attachments for Item:

15. Ordinance # 2026-21/CPA 26-12: Small-scale Future Land Use Amendment for City-owned properties.

Legislative, First Reading of Ordinance # 2026-21/CPA 26-12. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Agriculture, Planned Development, Industrial, Residential Low Density, and Commercial to Public Facilities and Land on 13

City-owned properties identified as Tax Parcel numbers 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01933-001-000 and 02570-002-000; 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.

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Ordinance # 2026-21/CPA 26-12: Small-scale Future Land Use Amendment for City-owned properties. Legislative, First Reading of Ordinance # 2026-21/CPA 26-12. An Ordinance of the City of Newberry, Florida, amending the Future Land Use Map of the City of Newberry Comprehensive Plan by changing the future land use categories from Agriculture, Planned Development, Industrial, Residential Low Density, and Commercial to Public Facilities and Land on 13 City-owned properties identified as Tax Parcel numbers 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01933-001-000 and 02570-002-000; 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.
Agenda Section:	Public Hearings
Department:	Community Development Department
Strategic Goal/Objective:	GOAL C.2: Park and greenspace expansion Obj. C.2.1 Expand parks where feasible to enhance our recreational opportunities Obj. C.2.2 Preserve and acquire greenspaces for passive parks Obj. C.2.3 Coordinate park expansion with the master comprehensive plan
Presented By:	Lauren Yeatter, AICP, Community Development Director
Recommended Actions:	Approve Ordinance # 2026-21.

Summary:
City-initiated request for a small-scale future land use map amendment to Public Facilities and Land classification on City properties. The change of land use is from Agriculture, Planned Development, Industrial, Residential Low Density, and Commercial to Public Facilities and

Land. This request aligns the current use of the property with the appropriate and applicable future land use classification.

Attachments:

1. Ordinance 2026-21
2. Staff Memo

ORDINANCE NO. 2026-21
Petition #CPA 26-12

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF NEWBERRY COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORIES FROM AGRICULTURE, PLANNED DEVELOPMENT, INDUSTRIAL, RESIDENTIAL LOW DENSITY, AND COMMERCIAL TO PUBLIC FACILITIES AND LAND ON 13 CITY-OWNED PROPERTIES IDENTIFIED AS TAX PARCEL NUMBERS 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01933-001-000 AND 02570-002-000; 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.

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 now codified with 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, an application to amend the Future Land Use Map of the Comprehensive Plan was initiated by the City as the Property Owner and assigned File No. CPA 26-12 (the "Petition");

WHEREAS, this amendment to the Future Land Use Map involves less than 50 contiguous acres and qualifies as a small-scale development amendment per Section 163.3187, Florida Statutes;

WHEREAS, as required by Section 163.3174, Florida Statutes, on April 6, 2026, the City Planning and Zoning Board (which serves as the City's Local Planning Agency) held a public hearing to review this proposed amendment to the Future Land Use Map and the Planning and Zoning Board recommendation has been forwarded to the City Commission;

WHEREAS, pursuant to Section 50.0311, Florida Statutes, and Article V of the City Charter, this proposed Ordinance has been noticed once, 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 Future Land Use Plan Map is consistent with the Comprehensive Plan and that the requirements of Chapter 163, Florida Statutes, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Future Land Use Map Amended. The Future Land Use Map of the Comprehensive Plan is amended by changing the future land use category on certain City-owned properties as set forth below. The location of the properties is shown on **Exhibit A** for visual reference. In the event of conflict or inconsistency, the legal description for each property provided below shall prevail over Exhibit A.

AgTech IFAS Lift Station - The future land use category is changed from **Alachua County Agriculture** to **Public Facilities and Land** on Parcel No. 01919-006-000 consisting of approximately 0.11 acres described as:

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA AND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4413, PAGE 2171 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°13’26” WEST, ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 106.40 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°38’44” WEST, A DISTANCE OF 139.13 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4413, PAGE 2171, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 26 (R/W WIDTH VARIES); THENCE NORTH 01°38’44” WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 1487.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°38’44” WEST, ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET TO AN INTERSECTION OF THE EASTERLY PROJECTION OF THE SOUTHERLY LINE

OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 2616 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°39’07” WEST, ALONG SAID SOUTHERLY LINE AND ITS PROJECTION, A DISTANCE OF 92.16 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 01°38’44” EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88°39’07” EAST, A DISTANCE OF 92.16 FEET TO THE POINT OF BEGINNING.

AgTech IFAS - The future land use category is changed from **Agriculture** to **Public Facilities and Land** on Parcel No. 01919-005-000 consisting of approximately 5 acres described as:

A portion of Section 35, Township 9 South, Range 17 East, Alachua County, Florida being more particularly described as follows:

Commence at the Southwest corner of Section 35, Township 9 South, Range 17 East, Alachua County, Florida and run thence North 88°13’26” East, along the South boundary of said Section, 1972.76 feet to a point on the southerly extension of the West boundary of that certain tract of land as described in Official Records Book 4413, Page 2171 of the Public Records of Alachua County, Florida; thence North 01°46’33” West, along said southerly extension and said West boundary, 559.52 feet to a 5/8” rebar and cap stamped “LB 2389” and to the Point of Beginning; thence continue North 01°46’33” West, along said west line, 708.58 feet to a 5/8” rebar and cap stamped “LB 2389”; thence North 88°20’47” East, 337.88 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 02°16’48” East, 221.50 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 87°32’55” West, 49.65 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 02°26’59” East, 486.44 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 88°20’47” West, 295.90 feet to the Point of Beginning.

Tanglewood Water Tower - The future land use category is changed from **Planned Development** to **Public Facilities and Land** on Parcel No. 01923-012-000 consisting of approximately 1.03 acres described as:

A PARCEL OF LAND SITUATED IN SECTION 1, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 88°12'37" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 229.55 FEET; THENCE DEPARTING SAID NORT LINE, SOUTH 01°45'13" EAST, A DISTANCE OF 165.70 FEET; THENCE SOUTH 88°14'47" WEST, A DISTANCE OF 12.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, AND BEING SUBTENDED BYA CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57°52'11" WEST, 79.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 64°15'38", AN ARC DISTANCE OF 84.12 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°11'19" WEST, A DISTANCE OF 151.38 FEET TO THE WEST LINE OF AFOREMENTIONED NORTHWEST 1/4 OF SECTION 1; THENCE NORTH 00°48'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 203.43 FEET, TO THE POINT OF BEGINNING.

Highland Park Lift Station - The future land use category is changed from **Planned Development** to **Public Facilities and Land** on Parcel No. 01932-011-001 consisting of approximately .057 acres described as:

A PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST; THENCE SOUTH 00°55'07" EAST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 49.79 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 26, ALSO KNOWN AS WEST NEWBERRY ROAD (RIGHT OF WAY WIDTH VARIES); THENCE CONTINUE SOUTH 00°55'07" EAST, ALONG SAID EAST LINE OF SECTION 3, A DISTANCE OF 390.04 FEET; THENCE SOUTH 88°13'33" WEST, A DISTANCE OF 258.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2424.79 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 63°33'08" WEST, 2024.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°20'49", AN ARC LENGTH OF 2088.39 FEET TO THE END OF SAID CURVE; THENCE SOUTH 11°46'41" EAST, A DISTANCE OF 39.78 FEET TO THE POINT OF BEGINNING**;** THENCE SOUTH 02°41'15" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87°18'45" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 02°41'15" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°18'45" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING**.**

Newberry Commercial Park Stormwater Retention Areas - The future land use category is changed from **Industrial** to **Public Facilities and Land** on Parcel No. 01894-010-000 consisting of approximately 3.58 acres described as:

Two “Retention Areas” (one being 2.437 acres and the other being 1.140 acres) as depicted on the plat of NEWBERRY COMMERCIAL PARK, according to the plat thereof as recorded in Plat Book 22, Page 65, Public Records of Alachua County, Florida.

Central Bark (Dog Park) - The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02384-002-000 consisting of approximately 1.17 acres described as:

Lots 2, 3 and 4 of Block B, BASS SUBDIVISION, as per Plat thereof recorded in Plat Book F, Page 4, Public Records of Alachua County, Florida. LESS a portion of the Southwest corner of Lot 4 described as follows: Commence at the Southwest corner of Lot 4 as the point of beginning thence run along the South line of said Lot 4 a distance of 70 feet: thence North a distance of 25 feet: thence run West 70 feet to a point on the West line of Lot 4 a distance of 25 feet North of the Southwest corner; thence South 25 feet to the point of beginning.

Water Tower - The future land use category is changed from **Agriculture** to **Public Facilities and Land** on Parcel No. 02140-000-000 consisting of approximately 0.16 acres described as:

Lot 1, Block 18, less the South 30 feet thereof, of Original Newberry, as per plat thereof in Plat Book A, Page 129-A, of the Public Records of Alachua County, Florida.

Lois Forte area - The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02466-010-000 consisting of approximately 0.11 acres described as:

Lot 10, Block 6, J. D. Hodges First Addition to The Town of Newberry, according to the Plat thereof, recorded in Plat Book A, Page 87, of the Public Records of Alachua County, Florida.

Lift Station - The future land use category is changed from **Planned Development** to **Public Facilities and Land** on Parcel No. 01934-006-000 consisting of approximately 0.06 acres described as:

A parcel of land lying in Section 3, Township 10 South, Range 17 East, Alachua County, Florida, being more particularly described as follows: COMMENCE at the nail and disk marked "LB 4641" located at the West quarter corner of Section 3, Township 10 South, Range 17 East, Alachua County, Florida; thence North 88°01'55" East along the Southerly line of the Northwest quarter of said Section 3, a distance of 647.92 feet; thence North 01°35'22" West along the Easterly line of Block "H" of Taminega Heights, a subdivision, as per Plat Book "C", Page 55 of the public records of Alachua County, Florida, a distance of 287.19 feet to the intersection of said Easterly line and the Northerly existing right of way line of State Road No. 26 (a variable width right of way, as per Florida Department of Transportation right of way map, Section 26070, Financial Project No. 207850-2), being a curve to the right, having a radius of 756.50 feet; thence along said Northerly existing right of way line and the arc of said curve, through an angle of 04°20'24", an arc distance of 57.30 feet and a chord bearing and distance of South 70°05'02" East, 57.29 feet to the point of reverse curvature of a curve to the left, having a radius of 699.50 feet; thence along said Northerly existing right of way

line and the arc of said curve, through an angle of 1°51'56", an arc distance of 218.11 feet and a chord bearing and distance of South 76°50'49" East, 217.23 feet to the POINT OF BEGINNING; thence North 04°50'51" East, a distance of 50.67 feet; thence South 8°16'44" East, a distance of 49.99 feet; thence South 00°21'06" East, a distance of 50.01 feet to said Northerly existing right of way line of State Road No. 26 and a curve to the right, having a radius of 699.50 feet; thence along said Northerly existing right of way line and the arc of said curve, through an angle of 04°28'11", an arc distance of 54.57 feet and a chord bearing and distance of North 88°00'51" West, 54.55 feet to the POINT OF BEGINNING.

Near Lois Forte Park - The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 02472-000-000 consisting of approximately 0.24 acres described as:

That portion of 9th Street (now known as NW 260th Street) that lies within the "Map of J.D. Hodges First Addition to the Town of Newberry Fla" as per plat thereof recorded in Plat Book A, Page 87, Public Records of Alachua County, Florida, said portion of said street lying between the south right-of-way line of the J&SW Railroad and north of the south line of the South half of the Southeast quarter of the Northwest quarter of Section 4, Township 10 South, Range 17 East, Alachua County, Florida, as shown on said plat, AND

That portion of 8th Street that lies within the "Map of J.D. Hodges First Addition to the Town of Newberry Fla" as per plat thereof recorded in Plat Book A, Page 87, Public Records of Alachua County, Florida, said portion of said street lying between the south right-of-way line of the J&SW Railroad and the north right-of-way line of C Street (now known as NW 1st Avenue), as shown on said plat.

City Hall Annex Area - The future land use category is changed from **Commercial** to **Public Facilities and Land** on Parcel No. 02222-000-000 consisting of approximately 0.34 acres described as:

Lots 3, 4 and the West ½ of Lot 2, Block 33, of the Original Survey of Newberry as per plat thereof recorded in Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Newberry Place Lift Station - The future land use category is changed from **Residential Low Density** to **Public Facilities and Land** on Parcel No. 01933-001-000 consisting of approximately 0.06 acres described as:

Lift Station Tract (approximately 50.00 feet by 56.00 feet) as depicted on the plat of NEWBERRY PLACE, a Planned Development, according to the plat thereof as recorded in Plat Book 28, Pages 34 through 36, inclusive, Public Records of Alachua County, Florida.

Champions Park Area Lift Station - The future land use category is changed from **Agriculture** to **Public Facilities and Land** on Parcel No. 02570-002-000 consisting of approximately 0.06 acres described as:

A TRACT OF LAND SITUATED IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 87°55'11" EAST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1144.09 FEET TO A FOUND NAIL & DISK (#5075); THENCE SOUTH 01°14'08"EAST, A DISTANCE OF 24.80 FEET TO A POINT MARKING THE INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY FOR N.W. 30TH AVENUE AS PER MAINTENANCE MAP SURVEY BY CHW. JOB NO. 08-0461-PH20, DATED 8-20-2009; THENCE CONTINUE SOUTH 01°14'08" EAST A DISTANCE OF 25.21 FEET TO A FOUND REBAR & CAP (#5075) AND THE POINT OF BEGINNING; THENCE SOUTH 87°55'11" WEST, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR & CAP (#3524); THENCE SOUTH 01°14'08" EAST, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR & CAP (#3524); THENCE NORTH 87°55'11" EAST, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR & CAP (#3524); THENCE NORTH 01°14'08” WEST, A DISTANCE OF 50.00 FEET THE POINT OF BEGINNING.

Section 2. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment 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 Future Land Use Map in accordance with Section 1 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 3. 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 4. 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 5. Effective Date; Recording. This Ordinance shall become effective immediately upon adoption and the City Clerk is directed to record same in the City Ordinance Book. However, the effective date of the Comprehensive Plan Future Land Use Map amendment, if not timely challenged, shall be 31 days after the date of final adoption of this Ordinance. If the Future Land Use Map amendment is timely challenged pursuant to Section 163.3187(5)(a), Florida Statutes, then the effective date of the Map amendment shall be the date the state land planning agency or the Administration

Commission enters a final order determining this adopted Map amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this Map amendment may be issued or commence before the Map amendment has become effective.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on November 23, 2026.

Adopted (Final Passage) on Second Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on December 14, 2026.

CITY OF NEWBERRY, FLORIDA

_____
Timothy R. Marden, Mayor

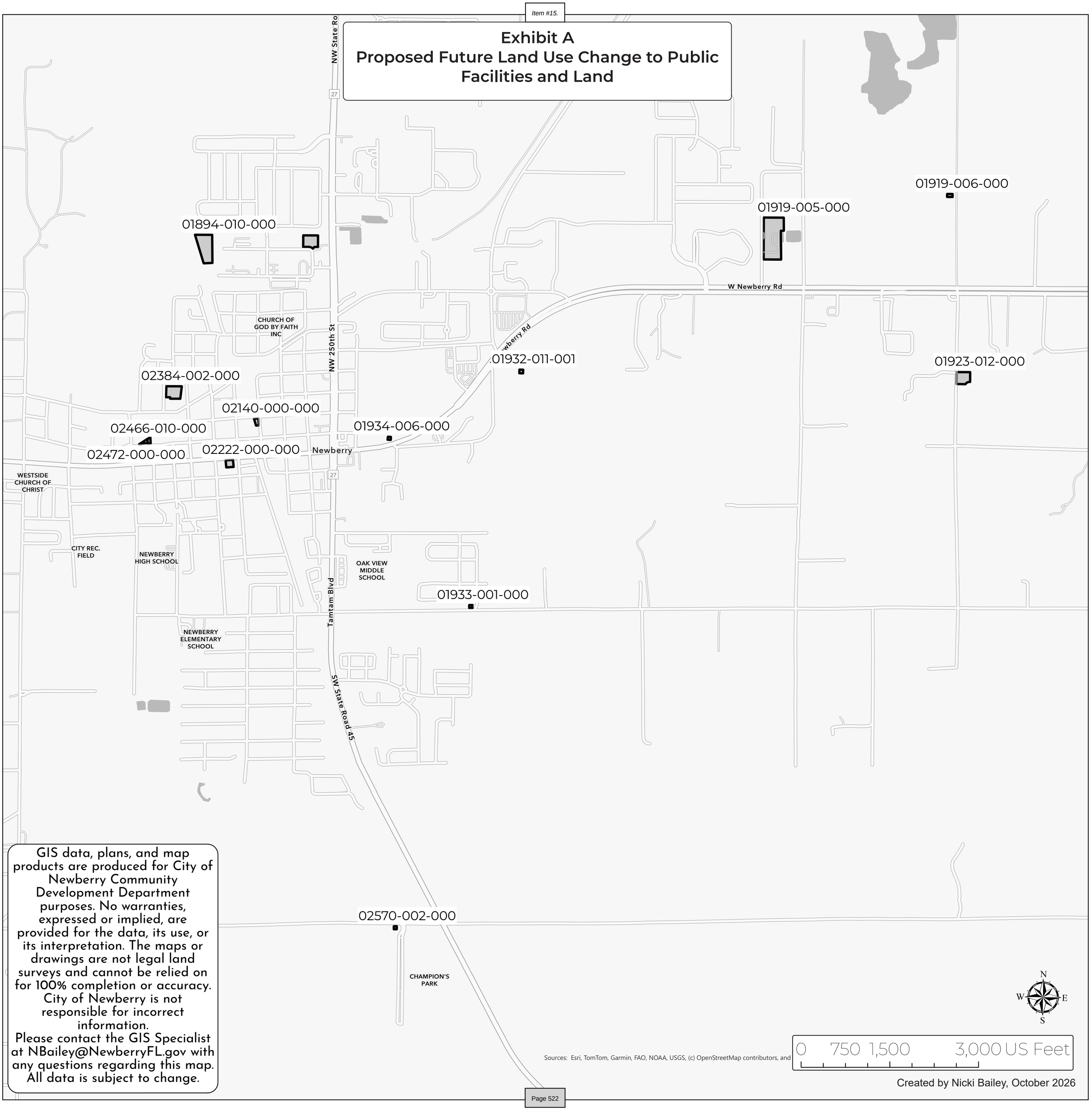
ATTEST, BY THE CLERK OF THE
CITY OF NEWBERRY, FLORIDA:

_____
Randa K. Paul, City Clerk

Approved as to form and legality

_____
City Attorney's Office

Exhibit A
Proposed Future Land Use Change to Public Facilities and Land



GIS data, plans, and map products are produced for City of Newberry Community Development Department purposes. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. The maps or drawings are not legal land surveys and cannot be relied on for 100% completion or accuracy. City of Newberry is not responsible for incorrect information.
Please contact the GIS Specialist at NBailey@NewberryFL.gov with any questions regarding this map. All data is subject to change.

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and

Created by Nicki Bailey, October 2026

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Staff Memo

DATE: November 23, 2026

FROM: Lauren Yeatter, AICP, Assistant Director, Community Development Department

TO: Mayor and City Commissioners, City of Newberry

SUBJECT: Small-scale Future Land Use Map Amendments for City-owned Properties

---

This memo provides excerpts from the Future Land Use Elements of the City of Newberry Comprehensive Plans.

The proposed future land use classification, including the uses it permits, are compatible with the adjacent land uses. This petition corrects and amends the underlying future land use to allow the petitioners the full benefit, or the highest and best use of the properties.

Staff finds the request aligns the current use of the properties with the appropriate and applicable future land use classification, and it is consistent with the City of Newberry Comprehensive Plan and Land Development Regulations and recommend adoption of the ordinance. Adopting the ordinance would not negatively impact public interest. Further analysis is not warranted.

Attachments:

1. City of Newberry Future Land Use Element Excerpts
2. Subject Properties Parcel Numbers and Map

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 1

City of Newberry Objective 3.2, FLU Category Table:
The below Object 3.2 and subsequent table provide for the density

FLU OBJECTIVE 3.2: Define a list of the FLU categories and descriptions for each; identify associated intents, applicability, maximum densities/intensities, and use types; and their relationship to zoning classifications.

FLU POLICY 3.2.1: The City's Land Development Regulations (LDRs) shall contain design and development standards based on and consistent with the following FLU categories and corresponding general ranges of densities and intensities. The allocation of FLU categories shall be depicted in the Comprehensive Plan FLUM's series:

Table identifying FLU categories and compatible zoning districts classifications:

FLU Category	Zoning District Classification	Typical Uses	Maximum Density	Maximum Intensity
Recreation	REC	Recreation	(N/A)	20% ISR
Residential Low Density	RSF-1, RSF-2; RMH-1, RMH-2, RMH-3; RMH-P; PRD, RO	Residential, Single-Family; Manufactured Home	4 du/ac	40% maximum ground cover
Commercial	CN, CH, CG, C-CBD, CI, CA	Retail Commercial Outlets, Service Establishments	-	80% ISR
Public Facilities and Land	PF	Public Facilities	(N/A)	80% ISR

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 2

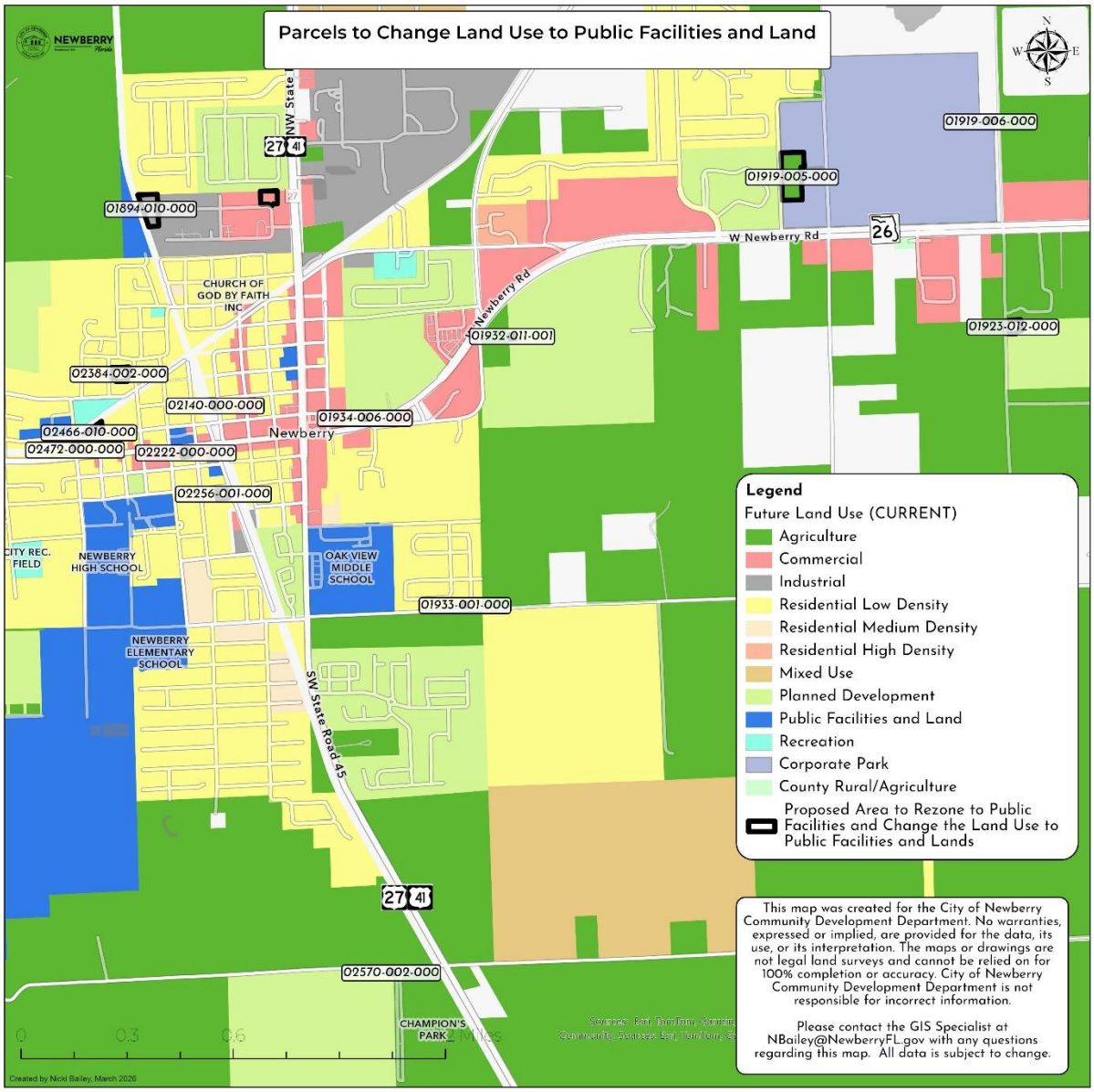
Comprehensive Plan Amendment CPA 26-12: A city-initiated request for a small-scale land use amendment on the following parcels to Public Facilities and Land Future Land Use.

Parcel #	Acres	Current Land Use	Proposed Land Use	Name
01919-006-000	0.11	Alachua County Agriculture	Public Facilities and Land	AgTech IFAS Lift Station
01919-005-000	5	Agriculture	Public Facilities and Land	AgTech IFAS
01923-012-000	1.03	Planned Development	Public Facilities and Land	Tanglewood Water Tower
01932-011-001		Planned Development	Public Facilities and Land	Highland Park Lift Station
01894-010-000	3.58	Industrial	Public Facilities and Land	Newberry Commercial Park Stormwater
02384-002-000	1.17	Residential Low Density	Public Facilities and Land	Central Bark
02140-000-000	0.16	Agriculture	Public Facilities and Land	Fire
02466-010-000	0.11	Residential Low Density	Public Facilities and Land	Lois Forte Area
01934-006-000	0.06	Planned Development	Public Facilities and Land	Lift Station
02472-000-000	0.24	Residential Low Density	Public Facilities and Land	Near Lois Forte
02222-000-000	0.34	Commercial	Public Facilities and Land	Annex
02256-001-000	0.47	Residential Low Density	Public Facilities and Land	Location

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

01933-001-000	0.06	Residential Low Density	Public Facilities and Land	Lift Station
02570-002-000	0.06	Agriculture	Public Facilities and Land	Location

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov



File Attachments for Item:

16. Ordinance # 2026-22/LDR 26-15: Small-scale Zoning amendment for City-owned properties.

Quasi-judicial, First Reading of Ordinance # 2026-22/LDR 26-15. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the Zoning Districts from Agricultural, Residential Single Family-2, Industrial Light and Warehousing, Residential (Mixed) Single Family/Mobile Home-2, Commercial Intensive, Planned Development, Commercial Central Business District and Planned Residential Development to Public Facilities on 15 City-Owned properties identified as Tax Parcel numbers 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02041-000-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01988-004-000, 01933-001-000 and 02570-002-000; 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.

Commission Agenda Item

Meeting Date: November 23, 2026

Title: Ordinance # 2026-22/LDR 26-15: Small-scale Zoning amendment for City-owned properties.
Quasi-judicial, First Reading of Ordinance # 2026-22/LDR 26-15. An Ordinance of the City of Newberry, Florida, amending the Official Zoning Atlas of the City of Newberry Land Development Regulations by changing the Zoning Districts from Agricultural, Residential Single Family-2, Industrial Light and Warehousing, Residential (Mixed) Single Family/Mobile Home-2, Commercial Intensive, Planned Development, Commercial Central Business District and Planned Residential Development to Public Facilities on 15 City-Owned properties identified as Tax Parcel numbers 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02041-000-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01988-004-000, 01933-001-000 and 02570-002-000; 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.

Agenda Section: Public Hearings

Department: Community Development Department

Strategic Goal/Objective: GOAL C.2: Park and greenspace expansion
Obj. C.2.1 Expand parks where feasible to enhance our recreational opportunities
Obj. C.2.2 Preserve and acquire greenspaces for passive parks
Obj. C.2.3 Coordinate park expansion with the master comprehensive plan

Presented By: Lauren Yeatter, AICP, Community Development Director

Recommended Actions: Approve Ordinance # 2026-22.

Summary:
City-initiated request for a small-scale zoning map amendment to Public Facilities (PF) on City

properties. The change of zoning is from Agricultural (A), Residential Single Family-2 (RSF-2), Industrial Light and Warehousing (ILW), Residential (Mixed) Single Family/Mobile Home-2 (RSF/MH-2), Commercial Intensive (CI), Planned Development (PD), Commercial Central Business District (C-CBD) and Planned Residential Development (PRD) to Public Facilities (PF). This request aligns the current use of the property with the appropriate and applicable zoning.

Attachments:

1. Ordinance 2026-22
2. Staff Memo

ORDINANCE NO. 2026-22
Petition #LDR 26-15

AN ORDINANCE OF THE CITY OF NEWBERRY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF NEWBERRY LAND DEVELOPMENT REGULATIONS BY CHANGING THE ZONING DISTRICTS FROM AGRICULTURAL, RESIDENTIAL SINGLE FAMILY-2, INDUSTRIAL LIGHT AND WAREHOUSING, RESIDENTIAL (MIXED) SINGLE FAMILY/MOBILE HOME-2, COMMERCIAL INTENSIVE, PLANNED DEVELOPMENT, COMMERCIAL CENTRAL BUSINESS DISTRICT AND PLANNED RESIDENTIAL DEVELOPMENT TO PUBLIC FACILITIES ON 15 CITY-OWNED PROPERTIES IDENTIFIED AS TAX PARCEL NUMBERS 01919-006-000, 01919-005-000, 01923-012-000, 01932-011-001, 01894-010-000, 02384-002-000, 02041-000-000, 02140-000-000, 02466-010-000, 01934-006-000, 02472-000-000, 02222-000-000, 01988-004-000, 01933-001-000 AND 02570-002-000; 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.

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 now codified with 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, an application to amend the Official Zoning Atlas was initiated by the City as the Property Owner and assigned File No. LDR 26-15 (the "Petition");

WHEREAS, as required by Part II of Chapter 163, Florida Statutes and Articles 13 and 16 of the LDRs, on April 6, 2026, the City Planning and Zoning Board (which serves as the City's Local Planning Agency) held a public hearing to review this proposed amendment to the Official Zoning Atlas and the Planning and Zoning Board recommendation has been forwarded to the City Commission;

WHEREAS, as this is a City initiated rezoning on non-contiguous properties owned by the City, mailed notice to the property owner and the large advertisement as set forth in Section 166.041(3)(c), Florida Statutes, is not required;

WHEREAS, pursuant to Sections 166.041(3)(c)(1) and 50.0311, Florida Statutes, and Article V of the City Charter, this proposed Ordinance has been noticed once, 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 is consistent with the Comprehensive Plan and the LDRs.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA, AS FOLLOWS:

Section 1. Official Zoning Atlas Amended. The Official Zoning Atlas of the Land Development Regulations is amended by changing the zoning districts assigned to certain City-owned properties as set forth below. The location of the properties is shown on **Exhibit A** for visual reference. In the event of conflict or inconsistency, the legal description for each property provided below shall prevail over Exhibit A.

AgTech IFAS Lift Station - The zoning district is changed from **Agricultural** to **Public Facilities** on Parcel No. 01919-006-000 consisting of approximately 0.11 acres described as:

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA AND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4413, PAGE 2171 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°13'26" WEST, ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 106.40 FEET; THENCE DEPARTING SAID SOUTH LINE,

NORTH 01°38’44” WEST, A DISTANCE OF 139.13 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4413, PAGE 2171, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 26 (R/W WIDTH VARIES); THENCE NORTH 01°38’44” WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 1487.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°38’44” WEST, ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET TO AN INTERSECTION OF THE EASTERLY PROJECTION OF THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 2616 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°39’07” WEST, ALONG SAID SOUTHERLY LINE AND ITS PROJECTION, A DISTANCE OF 92.16 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 01°38’44” EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88°39’07” EAST, A DISTANCE OF 92.16 FEET TO THE POINT OF BEGINNING.

AgTech IFAS - The zoning district is changed from **Agricultural** to **Public Facilities** on Parcel No. 01919-005-000 consisting of approximately 5 acres described as:

A portion of Section 35, Township 9 South, Range 17 East, Alachua County, Florida being more particularly described as follows:

Commence at the Southwest corner of Section 35, Township 9 South, Range 17 East, Alachua County, Florida and run thence North 88°13’26” East, along the South boundary of said Section, 1972.76 feet to a point on the southerly extension of the West boundary of that certain tract of land as described in Official Records Book 4413, Page 2171 of the Public Records of Alachua County, Florida; thence North 01°46’33” West, along said southerly extension and said West boundary, 559.52 feet to a 5/8” rebar and cap stamped “LB 2389” and to the Point of Beginning; thence continue North 01°46’33” West, along said west line, 708.58 feet to a 5/8” rebar and cap stamped “LB 2389”; thence North 88°20’47” East, 337.88 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 02°16’48” East, 221.50 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 87°32’55” West, 49.65 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 02°26’59” East, 486.44 feet to a 5/8” rebar and cap stamped “LB 2389”; thence South 88°20’47” West, 295.90 feet to the Point of Beginning.

Tanglewood Water Tower - The zoning district is changed from **Agricultural** to **Public Facilities** on Parcel No. 01923-012-000 consisting of approximately 1.03 acres described as:

A PARCEL OF LAND SITUATED IN SECTION 1, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 88°12'37" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 229.55 FEET; THENCE DEPARTING SAID NORT LINE, SOUTH 01°45'13" EAST, A DISTANCE

OF 165.70 FEET; THENCE SOUTH 88°14'47" WEST, A DISTANCE OF 12.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, AND BEING SUBTENDED BYA CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57°52'11" WEST, 79.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°15'38", AN ARC DISTANCE OF 84.12 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°11'19" WEST, A DISTANCE OF 151.38 FEET TO THE WEST LINE OF AFOREMENTIONED NORTHWEST 1/4 OF SECTION 1; THENCE NORTH 00°48'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 203.43 FEET, TO THE POINT OF BEGINNING.

Highland Park Lift Station - The zoning district is changed from **Planned Development** to **Public Facilities** on Parcel No. 01932-011-001 consisting of approximately .057 acres described as:

A PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST; THENCE SOUTH 00°55'07" EAST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 49.79 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 26, ALSO KNOWN AS WEST NEWBERRY ROAD (RIGHT OF WAY WIDTH VARIES); THENCE CONTINUE SOUTH 00°55'07" EAST, ALONG SAID EAST LINE OF SECTION 3, A DISTANCE OF 390.04 FEET; THENCE SOUTH 88°13'33" WEST, A DISTANCE OF 258.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2424.79 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 63°33'08" WEST, 2024.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°20'49", AN ARC LENGTH OF 2088.39 FEET TO THE END OF SAID CURVE; THENCE SOUTH 11°46'41" EAST, A DISTANCE OF 39.78 FEET TO THE POINT OF BEGINNING**;** THENCE SOUTH 02°41'15" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87°18'45" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 02°41'15" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°18'45" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING**.**

Newberry Commercial Park Stormwater Retention Areas - The zoning district is changed from **Industrial Light and Warehousing** to **Public Facilities** on Parcel No. 01894-010-000 consisting of approximately 3.58 acres described as:

Two “Retention Areas” (one being 2.437 acres and the other being 1.140 acres) as depicted on the plat of NEWBERRY COMMERCIAL PARK, according to the plat thereof as recorded in Plat Book 22, Page 65, Public Records of Alachua County, Florida.

Central Bark (Dog Park) - The zoning district is changed from **Residential (Mixed) Single Family/Mobile Home-2** to **Public Facilities** on Parcel No. 02384-002-000 consisting of approximately 1.17 acres described as:

> Lots 2, 3 and 4 of Block B, BASS SUBDIVISION, as per Plat thereof recorded in Plat Book F, Page 4, Public Records of Alachua County, Florida. LESS a portion of the Southwest corner of Lot 4 described as follows: Commence at the Southwest corner of Lot 4 as the point of beginning thence run along the South line of said Lot 4 a distance of 70 feet: thence North a distance of 25 feet: thence run West 70 feet to a point on the West line of Lot 4 a distance of 25 feet North of the Southwest corner; thence South 25 feet to the point of beginning.

Fire Station - The zoning district is changed from **Commercial, Intensive** to **Public Facilities** on Parcel No. 02041-000-000 consisting of approximately 1.62 acres described as:

> Lots 1, 2, 8, 9 and 10, of Block 1, of the Original Survey of the City of Newberry, Florida, according to the Plat thereof, recorded in Plat Book A, page 129A, of the Public Records of Alachua County, Florida, LESS the Right of Way of State Road 45.

Water Tower - The zoning district is changed from **Agricultural** to **Public Facilities** on Parcel No. 02140-000-000 consisting of approximately 0.16 acres described as:

> Lot 1, Block 18, less the South 30 feet thereof, of Original Newberry, as per plat thereof in Plat Book A, Page 129-A, of the Public Records of Alachua County, Florida.

Lois Forte area - The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02466-010-000 consisting of approximately 0.11 acres described as:

> Lot 10, Block 6, J. D. Hodges First Addition to The Town of Newberry, according to the Plat thereof, recorded in Plat Book A, Page 87, of the Public Records of Alachua County, Florida.

Lift Station - The zoning district is changed from **Planned Development** to **Public Facilities** on Parcel No. 01934-006-000 consisting of approximately 0.06 acres described as:

> A parcel of land lying in Section 3, Township 10 South, Range 17 East, Alachua County, Florida, being more particularly described as follows: COMMENCE at the nail and disk marked "LB 4641" located at the West quarter corner of Section 3, Township 10 South, Range 17 East, Alachua County, Florida; thence North 88°01'55" East along the Southerly line of the Northwest quarter of said Section 3, a distance of 647.92 feet; thence North 01°35'22" West along the Easterly line of Block "H" of Taminega Heights, a subdivision, as per Plat Book "C", Page 55 of the public records of Alachua County, Florida, a distance of 287.19 feet to the

intersection of said Easterly line and the Northerly existing right of way line of State Road No. 26 (a variable width right of way, as per Florida Department of Transportation right of way map, Section 26070, Financial Project No. 207850-2), being a curve to the right, having a radius of 756.50 feet; thence along said Northerly existing right of way line and the arc of said curve, through an angle of 04°20'24", an arc distance of 57.30 feet and a chord bearing and distance of South 70°05'02" East, 57.29 feet to the point of reverse curvature of a curve to the left, having a radius of 699.50 feet; thence along said Northerly existing right of way line and the arc of said curve, through an angle of 1°51'56", an arc distance of 218.11 feet and a chord bearing and distance of South 76°50'49" East, 217.23 feet to the POINT OF BEGINNING; thence North 04°50'51" East, a distance of 50.67 feet; thence South 8°16'44" East, a distance of 49.99 feet; thence South 00°21'06" East, a distance of 50.01 feet to said Northerly existing right of way line of State Road No. 26 and a curve to the right, having a radius of 699.50 feet; thence along said Northerly existing right of way line and the arc of said curve, through an angle of 04°28'11", an arc distance of 54.57 feet and a chord bearing and distance of North 88°00'51" West, 54.55 feet to the POINT OF BEGINNING.

Near Lois Forte Park - The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 02472-000-000 consisting of approximately 0.24 acres described as:

That portion of 9th Street (now known as NW 260th Street) that lies within the "Map of J.D. Hodges First Addition to the Town of Newberry Fla" as per plat thereof recorded in Plat Book A, Page 87, Public Records of Alachua County, Florida, said portion of said street lying between the south right-of-way line of the J&SW Railroad and north of the south line of the South half of the Southeast quarter of the Northwest quarter of Section 4, Township 10 South, Range 17 East, Alachua County, Florida, as shown on said plat, AND

That portion of 8th Street that lies within the "Map of J.D. Hodges First Addition to the Town of Newberry Fla" as per plat thereof recorded in Plat Book A, Page 87, Public Records of Alachua County, Florida, said portion of said street lying between the south right-of-way line of the J&SW Railroad and the north right-of-way line of C Street (now known as NW 1st Avenue), as shown on said plat.

City Hall Annex Area - The zoning district is changed from **Commercial Central Business District** to **Public Facilities** on Parcel No. 02222-000-000 consisting of approximately 0.34 acres described as:

Lots 3, 4 and the West ½ of Lot 2, Block 33, of the Original Survey of Newberry as per plat thereof recorded in Plat Book A, Page 129A, Public Records of Alachua County, Florida.

Little Red School House - The zoning district is changed from **Residential Single Family-2** to **Public Facilities** on Parcel No. 01988-004-000 consisting of approximately 1.01 acres described as:

A tract of land situated in a part of Block 11 and a part of Pearl Street (S.W. 8th St.) and a part of Carter Street (S.W. 7th St.) as shown on "CARTERS ADDITION TO NEWBERRY", a subdivision as recorded in Plat Book A, Page 65, of the Public Records of Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the N.E. Corner of Block 11 of "CARTERS ADDITION TO NEWBERRY" and run S 80 deg. 10'00" W, along the South right-of-way line of S.W. 2nd Avenue, 344.32 Feet; thence run S 00 deg. 50'00" E, 120.00 Feet; thence run N 89 deg. 10'00" E, 390.00 Feet; thence run N 00 deg. 50'00" W, 120.00 Feet to the South right-of-way line of said S.W. 2nd Avenue; thence run S 89 deg. 10'00" W, 45.68 Feet to the Point of Beginning.

Newberry Place Lift Station - The zoning district is changed from **Planned Residential Development** to **Public Facilities** on Parcel No. 01933-001-000 consisting of approximately 0.06 acres described as:

Lift Station Tract (approximately 50.00 feet by 56.00 feet) as depicted on the plat of NEWBERRY PLACE, a Planned Development, according to the plat thereof as recorded in Plat Book 28, Pages 34 through 36, inclusive, Public Records of Alachua County, Florida.

Champions Park Area Lift Station - The future land use category is changed from **Agricultural** to **Public Facilities** on Parcel No. 02570-002-000 consisting of approximately 0.06 acres described as:

A TRACT OF LAND SITUATED IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 87°55'11" EAST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1144.09 FEET TO A FOUND NAIL & DISK (#5075); THENCE SOUTH 01°14'08"EAST, A DISTANCE OF 24.80 FEET TO A POINT MARKING THE INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY FOR N.W. 30TH AVENUE AS PER MAINTENANCE MAP SURVEY BY CHW. JOB NO. 08-0461-PH20, DATED 8-20-2009; THENCE CONTINUE SOUTH 01°14'08" EAST A DISTANCE OF 25.21 FEET TO A FOUND REBAR & CAP (#5075) AND THE POINT OF BEGINNING; THENCE SOUTH 87°55'11" WEST, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR & CAP (#3524); THENCE SOUTH 01°14'08" EAST, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR & CAP (#3524); THENCE NORTH 87°55'11" EAST, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR & CAP (#3524); THENCE NORTH 01°14'08” WEST, A DISTANCE OF 50.00 FEET THE POINT OF BEGINNING.

Section 2. Map Amendment; Not Codified; Correction. This Ordinance adopts a map amendment 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 1 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 3. 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 4. 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 5. Effective Date; Recording. This Ordinance shall become effective immediately upon adoption and the City Clerk is directed to record same in the City Ordinance Book. However, the map amendment to the Official Zoning Atlas shall not become effective until the Comprehensive Plan Future Land Use Map amendment adopted by Ordinance No. 2026-21 becomes effective as provided therein.

Approved on First Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on November 23, 2026.

Adopted (Final Passage) on Second Reading by an affirmative vote of a majority of a quorum present of the City Commission at its regular meeting on December 14, 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

NEWBERRY
Established 1895
Florida

Exhibit A
Parcels to Change Land Use to Public Facilities and Land and Zoning to Public Facilities

01894-010-000
01919-006-000
01919-005-000
01923-012-000
01932-011-001
02041-000-000
02384-002-000
02461-002-000
02140-000-000
02467-002-000
02466-010-000
02472-000-000
02222-000-000
01934-006-000
01988-004-000
01933-001-000
02570-002-000

NW 10th Ave
NW 9th Rd
NW 254th Dr
NW 252nd Dr
NW 9th Pl
NW 6th Ln
NW 233rd Ter
NW 232nd Ter
NW 5th Pl
NW 4th Pl
NW 218th St
NW County Road 235
NW 3rd Ave
NW 238th Ter
NW 231st Ct
NW 8th Rd
NW 8th Ln
NW 8th Pl
Newberry Ln
NW 7th Ln
NW 5th Ave
NW 4th
NW 3rd Ave
NW 258th St
NW 250th St
NW 249th St
Martin Luther King Park
Church of God By Faith Inc
Milam Funeral Home
SW 226th St
W 218th St
NW 1st Ave
Garage
NEWBERRY
Doc Karelas Dr
Public Utilities
S Seaboard Dr
SW 1st Ave
SW 2nd Ave
SW 254th St
SW 255th St
SW 251st St
SW 4th Ave
SW 5th Ave
SW 250th St
Newberry High School
Oak View Middle School
SW 11th Rd
SW 15th Ave
SW 16th Ave
SW 17th Ave
SW 18th Ave
SW 19th Ave
SW 20th Ave
SW 20th Pl
SW 21st Pl
SW 22nd Ave
Cemetery
Newberry Elementary School
City of Newberry
SW 252nd St
SW 18th Rd
SW 246th Dr
SW State Road 45
SW 234th Ter
SW 222nd Ter
SW 30th Ave
Champion's Park
Ear
SW 218th St

GIS data, plans, and map products are produced for City of Newberry Community Development Department purposes. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. The maps or drawings are not legal land surveys and cannot be relied on for 100% completion or accuracy. City of Newberry is not responsible for incorrect information.
Please contact the GIS Specialist at NBailey@NewberryFL.gov with any questions regarding this map. All data is subject to change.

N
W
E
S

0 0.1 0.2 0.4 Miles

Sources: Esri, TomTom, Garmin, FAO, NOA

Created by Nicki Bailey, October 2026

NEWBERRY Florida
Established 1895

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Staff Memo

DATE: April 6, 2026

FROM: Lauren Yeatter, AICP, Assistant Director, Community Development Department

TO: Mayor and City Commissioners, City of Newberry

SUBJECT: Rezonings for City-owned Properties LDR 26-15

This memo provides zoning district descriptions from the Land Development Regulations for the Agricultural (A), Residential, Single Family (RSF), Industrial, Light and Warehousing (ILW), Residential, Single Family/Mobile Home (RSF/MH-2), Commercial Intensive (CI), Planned Development (PD), Commercial Central Business District (C-CBD), Planned Residential Development (PRD) and Public Facilities (PF) are linked or attached for reference.

The proposed zoning district and the uses it permits are compatible with the adjacent land uses. This petition corrects and amends the underlying zoning to allow the petitioners the full benefit, or the highest and best use of the properties.

Staff finds the request aligns the current use of the properties with the appropriate and applicable zoning district, and it is consistent with the City of Newberry Comprehensive Plan and Land Development Regulations and recommend adoption of the ordinance. Adopting the ordinance would not negatively impact public interest. Further analysis is not warranted.

Attachments:

1. Current and Proposed Zoning Districts.
2. Subject Properties Parcel Numbers and Map

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 1

Current Zoning Districts:
Section 4.4. - "A" Agricultural.
Section 4.21. - "PD" Planned Development.
Section 4.16. - "ILW" Industrial, Light and Warehousing.
Section 4.14. - Commercial, Intensive (CI).
Section 4.6. - RSF/MH Residential, (Mixed) Single-Family/Mobile Home.
Section 4.5. - RSF Residential, Single-Family.
Section 4.13. - Commercial, Central Business District (C-CBD).
Section 4.20. - PRD Planned Residential Development.

Proposed Zoning District:
Section 4.23. "PF" Public Facilities.
4.23.1. *Districts and intent*. The "PF" Public Facilities category includes one zoning district: PF. Any land acquired, owned or leased by the city or any other governmental entity/agency may be given a zoning designation of PF by initiating the rezoning process set forth in F.S. § 166.041, and Appendix B, Article 16 of the Code of Ordinances, and this section.
To permit residential, non-residential, and/or any combination of each on tracts of land that are owned or leased by the city or any other governmental entity or agency to be planned and developed as a whole, as a single operation or in phases with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning.
4.23.2. *Permitted principal uses and structures*. Government buildings and uses (such as but not limited to Federal, State, County, and/or city buildings and/or facilities; schools, offices, parks, public golf courses etc.). Any use approved by the City Commission for the private development (lease, air-rights etc.) of governmentally owned property. All uses must be consistent with the Comprehensive Plan, zoned according to state law, and must adequately demonstrate the development will serve a public purpose.
1. *Accessory uses and structures*. Any use that is customarily associated with the main permitted use.
4.23.3. *General development regulations for property within PF Public Facilities District*.
1. *Procedures and requirements for rezoning to a PF Development*.
a. *Application*. An application for rezoning to PF development shall be made only by the governmental entity or agency that owns or leases the subject property and processed in the same manner as other applications for change of zoning of land in accordance with state law and pursuant to Appendix B, Article 16 of the Code of Ordinances.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

[1.] The Planning and Zoning Board or the City Commission may require a site and development plan application be considered concurrently with the petition for change of zoning designation.
[2.] Should the Planning and Zoning Board or City Commission deem a site and development plan is necessary to ensure compatibility with surrounding properties and protection of public interest, no further action may be taken on the petition for change of zoning, except as required by state law, until such petition for site and development plan approval is presented to the requesting board.
b. *Zoning designation*. Upon the sale of publicly owned or leased property that is currently zoned PF, the governmental entity or agency shall initiate a zoning designation change pursuant to F.S. § 166.041, as amended from time to time, and in accordance with the procedures set forth in Appendix B, Article 16 of the Code of Ordinances. If a governmental entity or agency acquires property to be utilized for a public purpose or desires to develop property it owns or leases for the purposes set forth in 4.23. above, then the rezoning procedures set forth below shall be followed.
c. *Consideration by the City Commission*. Upon receiving the recommendation of the Planning and Zoning Board, the City Commission shall conduct a public hearing to consider the rezoning petition in accordance with the rezoning procedures set forth in Appendix B, Article 16 of the Code of Ordinances and the Site and Development Plan pursuant to Appendix B, Article 14, Section 14.12 of the Code of Ordinances.
4.23.4. *Development regulations for PF property requiring Site and Development Plan Review*. When the city or any other governmental entity/agency owning or leasing public property within a PF district desires to develop the property, Land Development Regulation Administrator in accordance with Appendix B, Article 14, Section 14.12 of the Code of Ordinances and other applicable Articles of the Land Development Regulations is required and the following development regulations shall be followed:
1. *Unified control*. All land included for the purpose of development within a PF district shall be under the control of the city, any other governmental entity or agency. The city or other governmental entity/agency shall present satisfactory legal documents to constitute evidence of the unified control of the entire area within the proposed PF district, which shall be reviewed by the Land Development Regulation Administrator and the City Attorney.
2. *Land use and design regulations*.
a. *Maximum density*.
1. *Density*. The maximum permitted density shall be determined by the City Commission, but in no event shall it exceed the limits set forth in the Comprehensive Plan.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

2. *For purposes of this section*. Community Residential Home shall equal one-half of one dwelling unit, and any residential unit shall be equal to one dwelling unit.

b. *Minimum plot size, distance between structures, frontage and setbacks*.

1. No minimum plot size shall be required with a PF development.

2. No minimum distance between structures shall be required within a PF district, except as required by the Florida Building Code. The appropriate distance between structures shall be evaluated on an individual development basis after considering the type and character of the building types within a development.

3. *Setbacks*. There are no required setbacks or yards except for those imposed by the City Commission, upon recommendation of the Planning and Zoning Board, and the Florida Building Code, as amended from time to time.

c. *Maximum height of structures*. No maximum height of structures shall be required within a PF district. The City Commission upon recommendation of the Planning and Zoning Board shall determine the appropriate height limitations on an individual development basis after considering the character of the surrounding area, the character of the proposed development, and the goals for community development as stated in the Comprehensive Plan.

d. *Total site coverage*. The floor area ratio of proposed development shall be consistent with those adopted in the Comprehensive Plan for the Public future land use classification.

3. *PF District Site and Development Plan*. The Site and Development Plan petition shall be submitted to the Land Development Regulation Administrator pursuant to Appendix B, Article 14, Section 14.12 of the Code of Ordinances. The Land Development Regulation Administrator shall review the PF Site Plan in accordance with the procedures set forth in Appendix B, Article 14, Section 14.12 of the Code of Ordinances and shall forward their recommendation to the Planning and Zoning Board.

4. *Consideration by the City Commission*. The City Commission shall evaluate the Site and Development Plan in accordance with the requirements set forth in Appendix B, Article 14, Section 14.12 of the Code of Ordinances. In addition, the Board shall evaluate the suitability of the proposed development with the Comprehensive Plan and the relevant land development regulations. The Planning and Zoning Board may recommend reasonable conditions, safeguards and stipulations be attached to the approval of the Site and Development Plan. Upon reviewing the Site and Development Plan, the Planning and Zoning Board shall forward its recommendation to the City Commission. Within Appendix B, Article 14, Section 14.12 of the Code of Ordinances, references to the Board of Adjustment shall be interpreted to mean the City Commission as it relates to land zoned PF or subject to rezoning to same. The City Commission shall evaluate the proposed development in the same manner as required of the Board of Adjustment.

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

Consideration of the Site and Development Plan by the City Commission may occur at the same or later public hearing for lands subject to rezoning to PF.

5. *Conformance to the approved Site and Development Plan*.

a. *Permits*. After rezoning to PF district, no permits shall be issued by the city and no development shall commence unless in conformance with the approved Site and Development Plan approved by the City Commission. The PF development may be developed in phases; however, such phases shall be an element of the Site and Development Plan approved by the City Commission.

b. Major and minor changes to the Site and Development Plan shall be made pursuant to Appendix B, Article 14, Section 14.12 of the Code of Ordinances.

c. *Transfer of ownership*. No land within an approved PF district may be transferred in ownership or in any other way removed from unified control without a written agreement between the city and the parties to which such transfer is made, stipulating their understanding and agreement to a condition that such transferred land shall continue under the full terms and provisions of the PF development approval, or unless rezoned to a district consistent with the current use of the land.

(Ord. No. 2022-59, § 1, 2-13-2023)

NEWBERRY Florida
Established 1895

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

ATTACHMENT 2

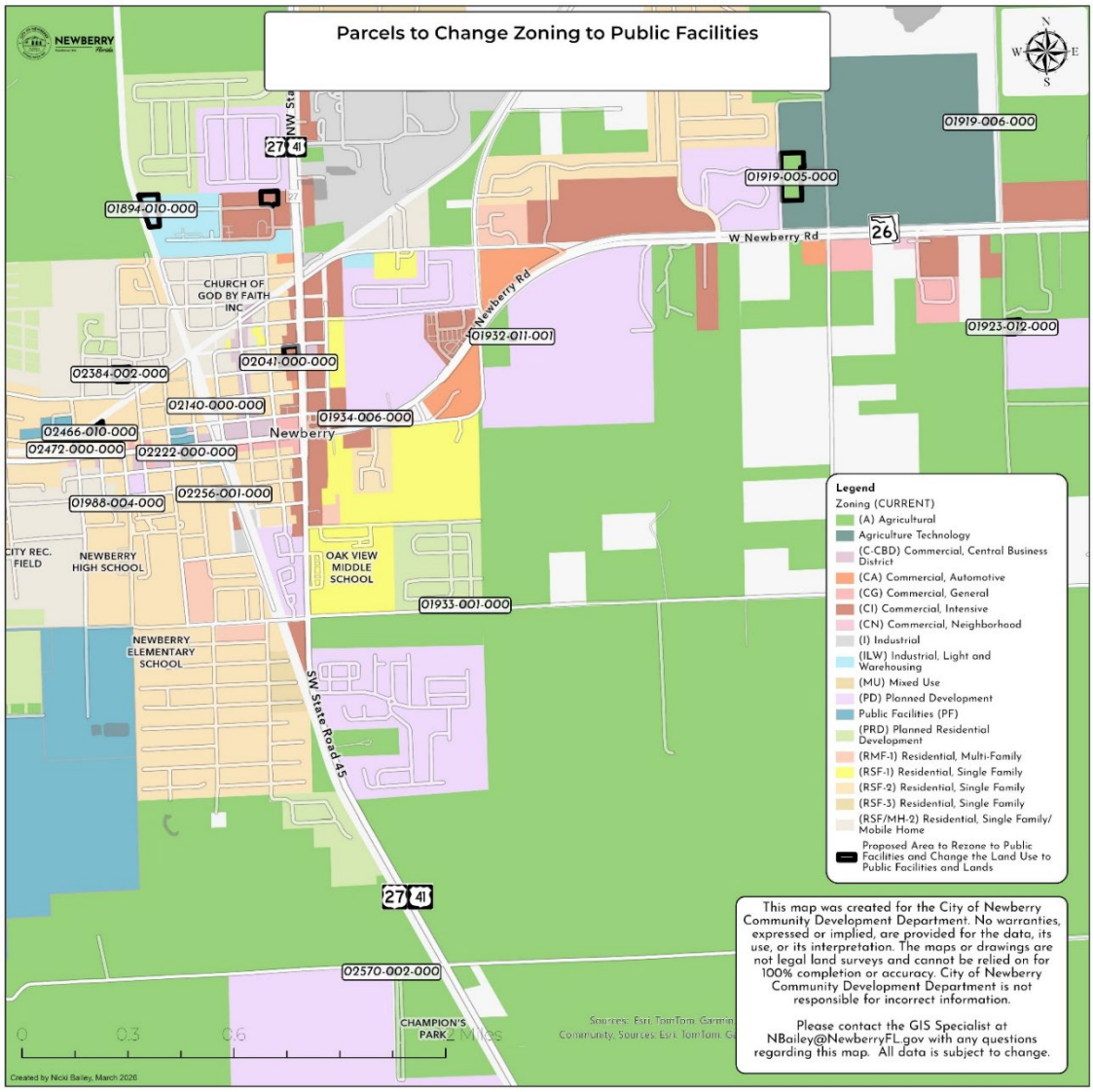
ITEM 4: Land Development Regulation LDR 26-15: A city initiated request to change the zoning on the following parcels to Public Facilities Zoning.

Parcel #	Acres	Current Zoning	Proposed Zoning	Name
01919-006-000	0.11	Agricultural (A)	Public Facilities	AgTech IFAS Lift Station
01919-005-000	5	Agricultural (A)	Public Facilities	AgTech IFAS
01923-012-000	1.03	Agricultural (A)	Public Facilities	Tanglewood Water Tower
01932-011-001	0.06	Planned Development (PD)	Public Facilities	Highland Park Lift Station
01894-010-000	3.58	Industrial, Light and Warehousing (ILW)	Public Facilities	Newberry Commercial Park Stormwater
02384-002-000	1.17	Residential, (Mixed) Single Family/Mobile Home (RSF/MH-2)	Public Facilities	Central Bark
02041-000-000	1.62	Commercial, Intensive (CI)	Public Facilities	Fire
02140-000-000	0.16	Agricultural (A)	Public Facilities	Fire
02466-010-000	0.11	Residential Single Family (RSF-2)	Public Facilities	Lois Forte Area
01934-006-000	0.06	Planned Development (PD)	Public Facilities	Lift Station
02472-000-000	0.24	Residential Single Family (RSF-2)	Public Facilities	Near Lois Forte
02222-000-000	0.34	Commercial Central Business District (C-CBD)	Public Facilities	Annex

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

01988-004-000	1.01	Residential Single Family (RSF-2)	Public Facilities	LRSH
02256-001-000	0.47	Residential Single Family (RSF-2)	Public Facilities	Location
01933-001-000	0.06	Planned Residential Development (PRD)	Public Facilities	Lift Station
02570-002-000	0.06	Agricultural (A)	Public Facilities	Location

25493 NW 1st Avenue
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov



File Attachments for Item:

17. Resolution 2026-58 - NW 255th Road Vacation

A Resolution Of The City Of Newberry, Florida, setting a public hearing date to consider a request to vacate a portion of public right-of-way described as that portion of NW 5th Street that lies between NW 5th Avenue and NW 6th Avenue; providing direction; and providing an effective date.

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Resolution No. 2026-58
Agenda Section:	Consent
Department:	Utilities and Public Works
Strategic Goal/Objective:	GOAL C.2.1 Expand parks where feasible to enhance our recreational opportunities.
Presented By:	Rance Green, Utilities and Public Works Director
Recommended Actions:	Approve Resolution 2026-58 authorizing the City to set a public hearing to vacate a portion of NW 255th St between NW 5th Ave and NW 6th Ave.

Summary:
The public right-of-way that is proposed to be vacated is described and depicted on the Resolution 2026-58 Description Sketch. A public hearing is set for Monday, January 11, 2027 at 7 p.m. or as soon thereafter as the matter may be heard, for the Commission to hear from all interested persons and to consider whether to vacate the Right-of-Way NW 255th St between NW 5th Ave and NW 6th Ave.

The City Attorney and City Manager, or their designees, are directed to prepare a final resolution for the public hearing and to notice the public hearing in accordance with Sec. 2-161(c)(3) of the City Code.

Prior Commission Action/Direction:
No prior action/direction.

Fiscal Impact:
Minimal expenses are anticipated and will be associated with surveying, record documentation, and processing.

Attachments:
1. Resolution No. 2026-58
2. 2026-58 Description Sketch

RESOLUTION NO. 2026-58

A RESOLUTION OF THE CITY OF NEWBERRY, FLORIDA, SETTING A PUBLIC HEARING DATE TO CONSIDER A REQUEST TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY DESCRIBED AS THAT PORTION OF NW 5TH STREET THAT LIES BETWEEN NW 5TH AVENUE AND NW 6TH AVENUE; PROVIDING DIRECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 2-161 in Chapter 2 of the Code of Ordinances of the City of Newberry establishes policies to govern the vacation of public rights-of-way or public places by the City (the "Policies");

WHEREAS, pursuant to the Policies, a request was received to vacate the public right-of-way described in Section 1 below and, after preliminary review, City staff determined it is appropriate to vacate the right-of-way; and

WHEREAS, pursuant to the Policies, the City Commission may approve this Resolution if it desires to set a public hearing to consider whether to vacate the right-of-way, or if the City Commission denies this Resolution, the vacate process is ended.

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF NEWBERRY, FLORIDA AS FOLLOWS:

Section 1. Description of Right-of-Way. The public right-of-way that is proposed to be vacated is described and depicted on the attachment to this Resolution (the "Right-of-Way.")

Section 2. Public Hearing. A public hearing is set for Monday, January 11, 2027 at 7 p.m. or as soon thereafter as the matter may be heard, for the Commission to hear from all interested persons and to consider whether to vacate the Right-of-Way. The public hearing will be held in the City Commission Meeting Room in City Hall located at 25493 NW 1st Avenue, Newberry, Florida

Section 3. Direction. The City Attorney and City Manager, or their designees, are directed to prepare a final resolution for the public hearing and to notice the public hearing in accordance with Sec. 2-161(c)(3) of the City Code.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

ADOPTED by affirmative vote of a majority of a quorum present of the Newberry City Commission at its Regular Meeting on November 23, 2026.

CITY OF NEWBERRY, FLORIDA

_____
Timothy R. Marden, Mayor

ATTEST, BY THE CLERK OF THE
CITY OF NEWBERRY, FLORIDA

_____
Randa Paul, City Clerk

Approved as to form and legality

_____
City Attorney's Office

LAND DESCRIPTION: RIGHT-OF-WAY VACATION (PREPARED BY THIS FIRM)
A PORTION OF N.W 5th STREET (50 FOOT WIDE R/W) LYING WITHIN SECTION 04, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2 OF "HOLTS ADDITION TO THE TOWN OF NEWBERRY" AS RECORDED IN PLAT BOOK "A", PAGE 85 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR A POINT OF BEGINNING, SAID POINT ALSO LYING ON THE INTERSECTION OF THE WEST R/W LINE OF SAID N.W 5th STREET AND THE SOUTH R/W LINE OF N.W. 6th AVENUE (50 FOOT WIDE R/W); THENCE RUN SOUTH 01°16'15" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 300.00 FEET TO AN INTERSECTION WITH THE NORTH R/W LINE OF N.W. 5th AVENUE (50 FOOT WIDE R/W); THENCE RUN NORTH 88°43'45" EAST, ALONG SAID NORTH R/W LINE, A DISTANCE OF 50.00 FEET TO THE EAST R/W LINE OF SAID N.W. 5th STREET; THENCE RUN NORTH 01°16'15" WEST, ALONG SAID EAST R/W LINE, A DISTANCE OF 300.00 FEET TO SAID SOUTH R/W LINE OF N.W. 6th AVENUE; THENCE RUN SOUTH 88°43'45" WEST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS A GRAPHIC DEPICTION OF A PORTION OF N.W. 5th STREET AS SHOWN ON TOPOGRAPHIC SURVEY PERFORMED BY DEREN LAND SURVEYING, JOB NUMBER 23086, DATED 05.01.2023.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS SKETCH THAT ARE NOT SHOWN HEREON THAT MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THE UNDERSIGNED HAS NOT PERFORMED AN INDEPENDENT SEARCH FOR ADDITIONAL RECORDS.
4. THE PRINTED DIMENSIONS SHOWN ON THIS SKETCH SUPERSEDE ANY SCALED DIMENSIONS; THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
5. "CERTIFICATION" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
6. THIS SKETCH HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE F. YOUNG, INC. AND THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
7. UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEDIUM OF THIS SKETCH OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF GEORGE F. YOUNG, INC. AND THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER.
8. ADDITIONS OR DELETIONS TO MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THIS MAP AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
10. BEARINGS AND COORDINATES SHOWN ON THIS MAP ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, AS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE SHOWN IN U.S. SURVEY FEET. CONTROL FOR THIS SURVEY WAS ESTABLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION HORIZONTAL CONTROL MONUMENT "2607025HV2" USING REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS WITH CORRECTION SIGNALS PROVIDED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK. THE EAST R/W LINE OF N.W. 5th STREET BEARS NORTH 01°16'15" WEST.
11. THIS SKETCH PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOWN HEREON.
12. MONUMENTATION SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
13. GROSS LAND AREA IS 15,000 SQUARE FEET MORE OR LESS.
14. GEORGE F. YOUNG, INC. AND THE UNDERSIGNED MAKE NO REPRESENTATIONS OR GUARANTEES PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET BACK LINES, RESERVATIONS AND/OR AGREEMENTS.
15. THIS SKETCH COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

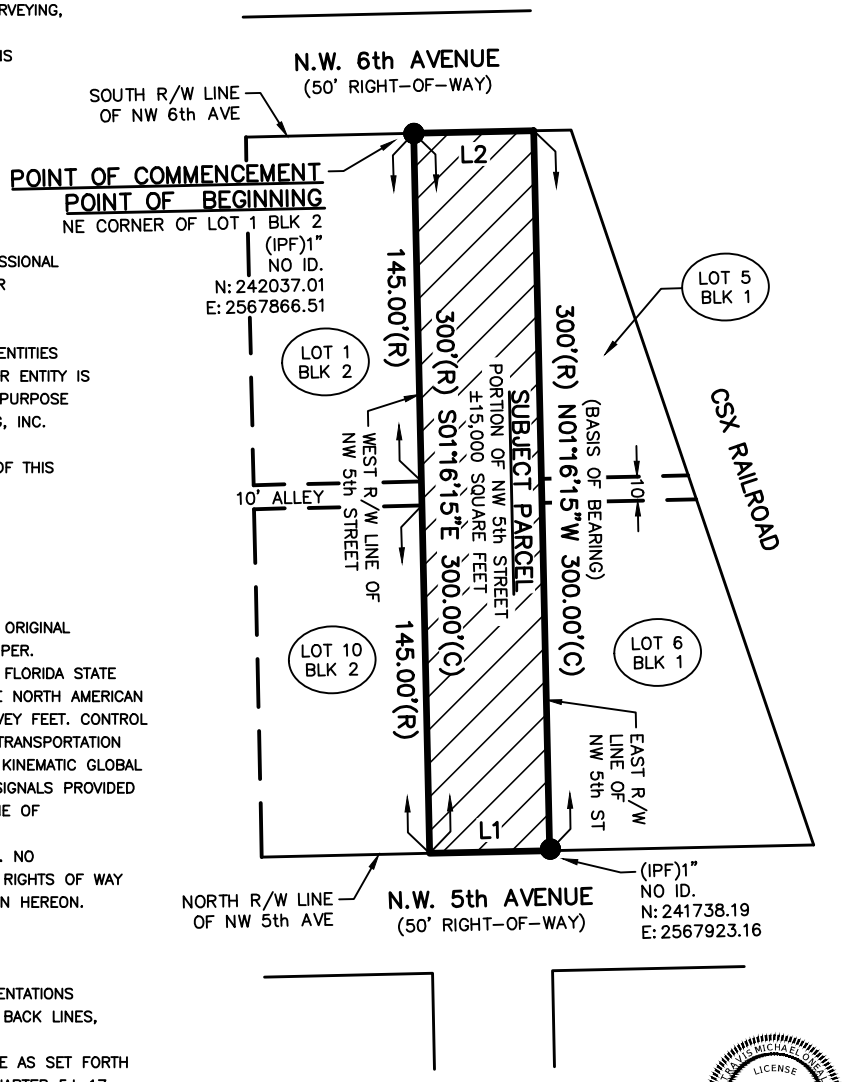
LINE TABLE	
LINE #	LINE DIRECTION AND LENGTH
L1	50'(R) N88°43'45"E 50.00'(C)
L2	50'(R) S88°43'45"W 50.00'(C)

LEGEND:

(R)	RECORD MEASUREMENT
(C)	COMPUTED MEASUREMENT
ID.	IDENTIFICATION
N:	NORTHING
E:	EASTING
R/W	RIGHT-OF-WAY
BLK	BLOCK
●	(IPF) IRON PIPE FOUND

N
W E
S

40 80
80 0
SCALE: 1" = 80'



RIGHT-OF-WAY VACATION

PREPARED FOR:
CITY OF NEWBERRY

DESCRIPTION SKETCH
PORTION OF N.W. 5th STREET
ALACHUA COUNTY, FLORIDA
SECTION 04, TOWNSHIP 10 SOUTH, RANGE 17 EAST

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF	N/A	N/A
DRAWN	JAT	09.01.26
CHECKED	TO	09.02.26
FIELD BOOK	N/A	
FIELD DATE	05.01.2023	

Travis M O'Neal
Digitally signed by Travis M O'Neal
Date: 2026.09.02 10:18:43 -04'00'
TRAVIS MICHAEL O'NEAL P.S.M. #7713
DATE: 09-02-2026

LICENSE NO. 7713 STATE OF FLORIDA

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY | GIS | PLANNING | SURVEYING
RSBURG ▪ LAKEWOOD RANCH ▪ TAMPA ▪ GAINESVILLE ▪ LAKE WALES ▪ PUNTA GORDA
Since 1919

JOB NO. 26016100GS
SHEET NO. 1 OF 1

File Attachments for Item:

18. Request the County to amend the Wild Spaces Public Places grant from Jimmy Durden Park parking improvements to the Courtland Phase 1 project

Commission Agenda Item

Meeting Date:	November 23, 2026
Title:	Request the County to amend the Wild Spaces Public Places grant from Jimmy Durden Park parking improvements to the Courtland Phase 1 courts project at Easton Newberry Sports Complex.
Agenda Section:	Agenda Items
Department:	Finance & Administration / Parks & Recreation
Strategic Goal/Objective:	Goal E.1.3.- Research and maximize grant funding opportunities Goal C.2.1.-Expand Parks where feasible to enhance our recreational opportunities Goal E.3.- Foster partnerships that strengthen our community.
Presented By:	Dallas Lee, MPA, ICMA-CM, CGFO, SHRM-CP, CPM Assistant City Manager & Chief Financial Officer
Recommended Actions:	Authorize the City Manager to request amendment to the Alachua County WSPP Joint Project Agreement.

Summary:
Staff recommends requesting Alachua County's approval to redirect the existing Wild Spaces Public Places (WSPP) grant from Jimmy Durden Park parking improvements to Easton Park Courtland Phase 1. Price escalations have made the Jimmy Durden Park improvements more costly to deliver. Applying the grant to Courtland would support a recreation project already progressing through design, permitting, and construction planning.

Existing agreement. The agreement provides up to $200,000 for Jimmy Durden Park and reimburses no more than 50% of allowable costs incurred and paid by the City. Section 12 requires a mutual written amendment executed by both parties. Staff proposes retaining these funding limits while replacing the project description and eligible scope. The amendment must also address the March 2024 construction start and December 2024 completion deadlines stated in the supplied agreement, with County confirmation of continued funding availability.

Proposed project. Courtland Phase 1 includes five tennis courts and one basketball court, associated earthwork and drainage, sidewalks and ADA improvements, and site preparation. The scope also includes court lighting and electrical infrastructure sized for a future restroom/amenity building, applicable SRWMD and FDEP permitting, and construction procurement.

Fiscal impact. The city budget includes funding for this project, which will be used as match for the County's WSPP grant.

Implementation. Staff will submit a revised application and coordinate the amendment with the County and City Attorney, retaining equal access for County residents at the same fee structure and required funding recognition signage. Construction contracts and budget adjustments will follow applicable approval requirements. Material changes beyond this authorization will return to the Commission.

Attachments:

1. Existing WSPP grant agreement and Jimmy Durden Park application
2. NIDY courts proposal dated September 16, 2026
3. County Joint Infrastructure Surtax Projects Application form

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

GRANT FUNDING AGREEMENT BETWEEN ALACHUA COUNTYAND THE CITY OF NEWBERRY FOR AWARD AND DISTRIBUTION OF LOCAL GOVERNMENT INFRASTRUCTURE SURTAX

THIS GRANT FUNDING AGREEMENT (this "Agreement") is entered into this between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of NEWBERRY, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality")(as used herein, the County and the Municipality shall be referred to collectively as the "Parties").

W I T N E S S E T H:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County; and

WHEREAS, the local government infrastructure surtax may be used to fund the various types of programs that are enumerated in subsection 212.055(2), Florida Statutes; and

WHEREAS, on March 22, 2022, the Board of County Commissioners of Alachua County, Florida ("**Board**") adopted Ordinance 2022-08 to levy a 1.0 percent local government infrastructure surtax (the "**Surtax Ordinance**"); and

WHEREAS, the Surtax Ordinance provides that the proceeds of the surtax must be divided in two equal parts, with 50% of the proceeds to be used only for "**Wild Spaces Public Places Uses**" and 50% of the proceeds to be used only for "**Other Infrastructure Uses**"; and

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

WHEREAS, the Surtax Ordinance provides that the **Wild Spaced Public Places Uses** allocation may be used only to acquire any interest in land for public recreation, conservation, or protection of natural resources, to improve conservation lands, or to create, improve, maintain and operate the parks and recreational programs and facilities established with the proceeds of the surtax within Alachua County (hereinafter, "**Wild Spaces Public Places Uses**" or "**WSPP Uses**"); and

WHEREAS, the Surtax Ordinance provides that the **Other Infrastructure Uses** allocation may only be used to for the following: land acquisition, land improvement, design, engineering costs, and all other processional and related cost to finance, plan, construct, reconstruct or improve public facilities that have a life expectancy of 5 years or more; land acquisition expenditures for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing; and up to 15 percent of the surtax may be allocated for funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development (collectively, "**Other Infrastructure Uses**"); and

WHEREAS, the surtax was approved by a majority of the electors voting in the referendum held on November 8, 2022, became effective on January 1, 2023, and is scheduled to expire on December 31, 2032; and

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

WHEREAS, the Surtax Ordinance created four Municipal Partnership Grant Programs from the County's statutory formula share of the surtax proceeds, whereby the County will award matching grant funds for qualifying municipal grant projects on a cost reimbursement basis; and

WHEREAS, the four Municipal Partnership Grant Programs created by the Surtax Ordinance are: (1) $3,000,000 for the City of Gainesville for WSPP Uses (the "**Gainesville WSPP Grant Program**"); (2) $3,000,000 to be allocated amount all nine Alachua County municipalities for WSPP Uses (the "**Municipalities WSPP Grant Program**"); (3) $3,000,000 for the City of Gainesville for Other Infrastructure Uses (the "**Gainesville Other Infrastructure Grant Program**"); and (4) $3,000,000 to be allocated amount all nine Alachua County municipalities for Other Infrastructure Uses (the "**Municipalities Other Infrastructure Grant Program**"); and

WHEREAS, on May 23, 2023, the Board determined that the $3,000,000 grant funding to be allocated to among all nine Alachua County municipalities under the **Municipalities WSPP Grant Program** and the $3,000,000 grant funding to be allocated among to all nine Alachua County municipalities under the **Municipalities Other Infrastructure Grant Program**, be divided equally among the nine municipalities, so that each municipality will receive up to $333,333.33 under each of the two grant programs; and

WHEREAS, on October 24, 2023, the Municipality submitted an application to the County for funding under the Municipalities WSPP Grant Program, a copy of the application is attached hereto as **Exhibit 1** (the "Project"); and

WHEREAS, the Municipality represents and warrants to the County that any and all grant funding provided to it by the County under this Agreement shall be used in strict accordance with the Surtax Ordinance and §212.055(2), Florida Statutes; and

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

WHEREAS, the Board finds, based on the Municipality's application, representations and warranties, that the Project qualifies for grant funding under the Surtax Ordinance; and

WHEREAS, the Parties desire to enter into this Agreement to award and implement the grant.

NOW, THEREFORE, pursuant to the Surtax Ordinance and consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals. The Parties agree that all of the recitals set forth above are true, correct, and are hereby incorporated into and made part of this Agreement.

2. Term. This Agreement shall take effect on the day and year that it has been executed by the last party and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County's portion of the Project cost, as required herein.

3. Project Construction and Funding. The County award to the Municipality grant funding in an amount that shall not exceed $200,000.00 (the "Grant Funding") for completion of the Project. The Project shall consist of Jimmy Durden Park Parking Lot Improvements as more particularly described in **Exhibit 1**. The following elements of the Project constitute allowable costs for which the Municipality shall be reimbursed as provided in this Agreement: construction of parking lot enhancements including paving, sidewalks, lighting, and other items. The Municipality shall begin construction of the Project not later than March 2024 and proceed diligently to final completion. The Municipality shall achieve final completion of the Project by no later than December 2024. Upon achieving final completion of the Project, the Municipality shall submit a written invoice to the County in an amount that shall not exceed 50% of the allowable Project cost incurred and paid by the Municipality for the Project. The County shall

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

reimburse up to fifty percent (50%) of the amount expended by the Municipality for such Project within 60 days of the County's receipt of an invoice that includes all receipts, statements, or other records as the County or the Clerk of Court may reasonably require to substantiate the cost of the Project and the amount requested by the Municipality. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that maximum amount payable by the County to the Municipality for the Project is $200,000.00.

4. Use of Project by County Residents. Upon completion of the Project: (a) the Project shall be open and available to all County residents at the same fee or fee structure, if any, that is applicable to Municipal residents; and (b) the Municipality shall erect and maintain on-site signage, in a form acceptable to the County, recognizing the contributions of the Alachua County Citizens towards to construction of the Project and including the following statement "This Project was jointly funded by Alachua County and City of Newberry"..

5. Notices. All notices from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Municipality are:

County: County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Municipality: City Manager
25440 West Newberry Road
Newberry FL, 32669

6. Default and Termination. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager shall refer the matter to the Board for authorization to terminate this Agreement and, if grant funding has been received by the Municipality, seek reimbursement of grant funding from the Municipality. The City Manager is authorized to provide written notice of default on behalf of the Municipality, and if the default situation is not corrected within the allotted time, the City Manager shall refer the matter to the City Commissioner.

7. Repayment. The Municipality agrees to return to the County, within sixty (60) calendar days' of written demand from the County, all Grant Funding, or any portion thereof, paid to the Municipality under the terms of this Agreement upon the County finding that the Municipality has violated any term of this Agreement, the Surtax Ordinance, or §212.055(2), Florida Statutes. This provision shall survive the expiration or termination of this Agreement.

8. Laws & Regulations. The Municipality shall comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Project and the grant funding awarded pursuant to this Agreement.

9. Sovereign Immunity. Each Parties fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

§768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Auditing Rights and Information. County reserves the right to require the Municipality to submit to an audit, by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to the Project or this Agreement, at its city hall during regular business hours. The Municipality shall retain all records pertaining to the Project or this Agreement and upon request make them available to County for inspection, copying and auditing for a period of five (5) complete calendar years following expiration or termination of this Agreement. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing, overcharges, or disallowed cost of any nature by the Municipality to the County (the "Overcharged Amount"), the Municipality agrees to pay the Overcharged Amount to the County within 60 calendar days of demand from the County. The access, inspection, copying and auditing rights shall survive the expiration or termination of this Agreement.

11. Exhibits. All exhibits and attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

12. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement that is executed by both Parties. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

13. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County, Florida.

15. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

16. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

17. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

as physical delivery of the paper document bearing an original or electronic signature.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Project and the Grant Funding, and supersedes all prior written or oral agreements, understandings, or representations of the Parties regarding same.

[Remainder of the page left intentionally blank]

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and executed by their duly authorized officials.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners

Date: Nov 20, 2024

ATTEST:

_____
Jesse K. Irby, II, Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E81DBE1E4D3...
Alachua County Attorney

CITY OF Newberry

By: _____
Mayor

Date: 2-29-24

ATTEST:

_____
Clerk
(SEAL)

Approved as to Form

_____
City Attorney

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

For staff use only

Date Received: _____

Date Approved: _____

Joint Infrastructure Surtax Projects Application

Please complete one form for each proposed project. Please check one:

☑ Wild Spaces & Public Places (not to exceed $333,333)

☐ Infrastructure (not to exceed $333,333)

Municipality: City of Newberry

Primary Contact First/Last Name: Travis Parker

Primary Contact Daytime Phone Number: 352-258-3278

Primary Contact Email Address: tparker@newberryfl.gov

Name of Project: Jimmy Durden Park Parking Improvements

Project Address/Location: 26333 SW 4th Ave Newberry, FL 32669

Estimated Project Cost: $ $400,000

Estimated Start Date: January 2024 Estimated Completion Date: October 2024

Who will benefit from the project:

The residents of Newberry stand to gain significant advantages from the establishment of a formal parking lot at Jimmy Durden Park. The introduction of a structured parking facility will enhance accessibility to the park, providing a streamlined and organized solution to the existing parking challenges. This development will alleviate congestion on nearby streets and ensure a more orderly flow of traffic. Furthermore, the convenience of a dedicated parking area will encourage higher park utilization, enabling residents to enjoy recreational activities and community events without the hindrance of parking difficulties. By addressing this fundamental need in a straightforward and efficient manner, the City of Newberry aims to offer its residents a practical and functional enhancement to their recreational experiences at Jimmy Durden Park.

The establishment of a formal parking lot at Jimmy Durden Park holds the potential to greatly benefit Newberry residents, particularly in addressing concerns related to accessibility. This

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7

Local Significance of Project to your Municipality:

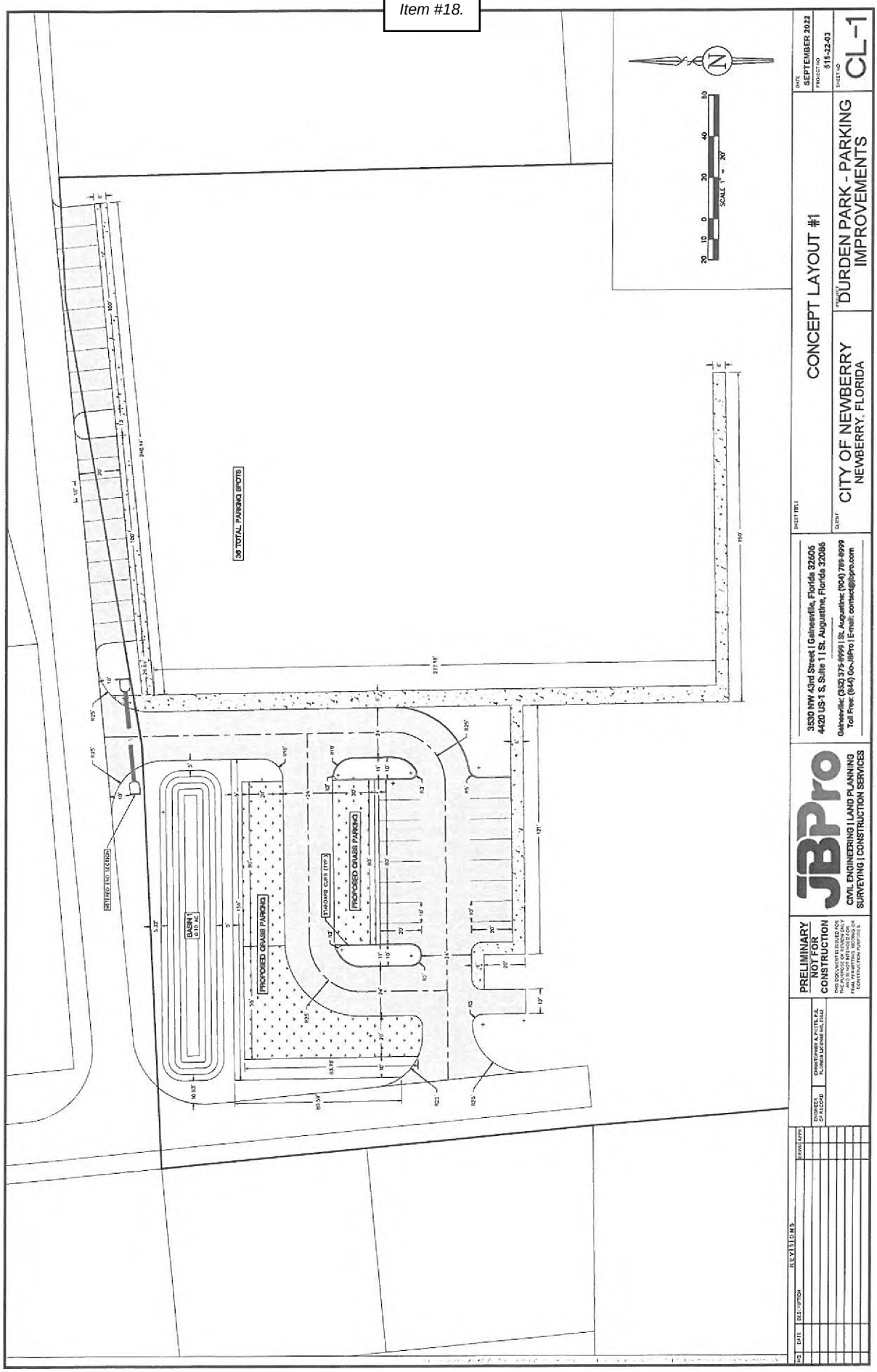
The establishment of a formal parking area at Jimmy Durden Park holds profound local significance for the Newberry community. Presently, the reliance on grass fields for parking creates challenges that extend beyond mere inconvenience. The introduction of a structured parking facility signifies a commitment to addressing these challenges directly and efficiently. This development will not only alleviate the strain on the park's surroundings but also enhance the overall aesthetics and functionality of the area, consequently contributing to a potential increase in local property values. Moreover, a dedicated parking area underscores the city's investment in creating a welcoming space for residents to engage in recreational activities and community events. By replacing the makeshift parking with a practical solution, the City of Newberry demonstrates its unwavering dedication to elevating local experiences in a pragmatic and impactful manner.

County-Wide Significance of Project (optional – attach plans/drawings/maps):

The transformation of parking facilities at Jimmy Durden Park yields benefits that extend beyond the local community, positively impacting county residents as well. The introduction of a formal parking area provides an enhanced and accessible destination for individuals from all corners of the county. This improvement ensures that those residing outside the immediate vicinity can easily access the park's offerings, fostering a sense of inclusivity and shared recreational opportunities. The streamlined parking solution reduces congestion on nearby streets, benefiting both local residents and those traveling from farther distances. This initiative reflects the City of Newberry's commitment to enhancing regional attractions, thus contributing to a broader sense of community well-being. By prioritizing practical enhancements over indulgent embellishments, the city exemplifies a straightforward approach to positively influencing the experiences of county residents.

The collaboration between city and county government takes on particular relevance when considering the improved parking facilities at Jimmy Durden Park. By working together, the city and county can strategically plan and implement the development of a formal parking area that benefits residents from both jurisdictions. This joint effort ensures that the park's accessibility enhancements cater not only to local residents but also to those from surrounding areas within the county. The shared resources and expertise of city and county officials result in a well-designed and efficiently managed parking solution that alleviates congestion, enhances convenience, and fosters a sense of inclusivity for all visitors. This collaboration underscores the practical approach of the two governments, demonstrating their commitment to delivering tangible and meaningful improvements to the entire community through coordinated action.

Docusign Envelope ID: BFC04B3F-26FC-4B06-91DD-4D5D4B8EB8D7



20240227_BoCC__24-00013__14513_Grant_Agreemennt_with_the_City_of_Newberry_for_LGIST_Jimmy_Durden_par

Final Audit Report 2024-11-20

Created:	2024-11-20
By:	Chucassia Miller (ctm@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD3uBR3vnW7tsFq9m96fbT5cV7feb3oA2

"20240227_BoCC__24-00013__14513_Grant_Agreemennt_with_the_City_of_Newberry_for_LGIST_Jimmy_Durden_par" History

Document created by Chucassia Miller (ctm@alachuaclerk.org)
2024-11-20 - 1:37:31 PM GMT- IP address: 216.194.145.253

Document emailed to boccchairsignature@alachuacounty.us for signature
2024-11-20 - 1:38:11 PM GMT

Email viewed by boccchairsignature@alachuacounty.us
2024-11-20 - 2:45:25 PM GMT- IP address: 163.120.80.11

Signer boccchairsignature@alachuacounty.us entered name at signing as Charles S, Chestnut IV
2024-11-20 - 2:53:41 PM GMT- IP address: 163.120.80.11

Document e-signed by Charles S, Chestnut IV (boccchairsignature@alachuacounty.us)
Signature Date: 2024-11-20 - 2:53:43 PM GMT - Time Source: server- IP address: 163.120.80.11

Document emailed to jki@alachuaclerk.org for signature
2024-11-20 - 2:53:47 PM GMT

Email viewed by jki@alachuaclerk.org
2024-11-20 - 3:03:24 PM GMT- IP address: 216.194.145.253

Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2024-11-20 - 3:03:43 PM GMT- IP address: 216.194.145.253

Document e-signed by Jess Irby (jki@alachuaclerk.org)
Signature Date: 2024-11-20 - 3:03:45 PM GMT - Time Source: server- IP address: 216.194.145.253

Agreement completed.

2024-11-20 - 3:03:45 PM GMT

For staff use only

Date Received: _____

Date Approved: _____

Joint Infrastructure Surtax Projects Application

Please complete one form for each proposed project. Please check one:

☑ Wild Spaces & Public Places (not to exceed $333,333)

☐ Infrastructure (not to exceed $333,333)

Municipality: City of Newberry

Primary Contact First/Last Name: Dallas Lee

Primary Contact Daytime Phone Number: 352-472-2161, ext. 5

Primary Contact Email Address: dlee@NewberryFL.gov

Name of Project: Easton Park - Courtland Phase 1

Project Address/Location: 24880 NW 16th Ave, Newberry, FL 32669

Estimated Project Cost: $950,000 (preliminary; subject to final pricing)

Estimated Start Date: TBD - see page 2 Estimated Completion Date: TBD - see page 2

Who will benefit from the project:
Newberry and Alachua County residents will benefit from five new tennis courts and onebasketball court at Easton Park. The project will expand opportunities for exercise,informal play, and organized recreation. Sidewalks, ADA improvements, drainage, andcourt lighting will support access and use.The facilities will be available to County residents under the same fee structure as Cityresidents, consistent with the grant agreement. The proposed scope includes electricalinfrastructure sized for a future restroom/amenity building; construction of that buildingis outside Phase 1.

Local Significance of Project to your Municipality:

The City requests amendment of its existing WSPP grant agreement to substituteCourtland Phase 1 for Jimmy Durden Park parking improvements because of priceescalations. The request retains the $200,000 County funding cap and reimbursement ofup to 50% of eligible costs incurred and paid by the City.Courtland has advanced through design, surveying, and permitting. Redirecting thegrant will support delivery of the courts and related improvements. The preliminary$950,000 estimate leaves approximately $750,000 for City or other funding if the fullCounty award is received. Final pricing and eligible costs remain subject to confirmation.

County-Wide Significance of Project (optional – attach plans/drawings/maps):

REGIONAL RECREATION BENEFITSThe courts will add public tennis and basketball opportunities in western Alachua Countyfor residents of Newberry and surrounding communities. The project will improve anexisting public recreation destination and include signage recognizing joint funding byAlachua County and the City of Newberry.PHASE 1 SCOPEFive tennis courts and one basketball court; associated earthwork, site preparation,drainage, sidewalks, and ADA improvements; court lighting and electrical infrastructuresized for a future restroom/amenity building; applicable SRWMD and FDEP permitting;and procurement and contracting for construction.SCHEDULE AND READINESSDesign and permitting work began in 2026. Construction start and completion dates areto be determined through the amended agreement after permit review, final pricing, andcontracting. The SRWMD permit fee and construction surety were paid as of November 5,2026. Remaining items include permit clarifications, as-built certification, the financialcapability form, and construction contracts.PRELIMINARY BUDGET AND AMENDMENTThe October 7 estimate includes $500,000 for courts, $230,000 for earthwork/sitework,and $220,000 for lighting/electrical. These are preliminary planning amounts, notcontract awards. The City requests revised project scope and milestones in place of theagreement's 2024 deadlines. The substitution requires City authorization and a mutuallyexecuted County amendment. No increase in County funding is requested.