



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

November 18, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

Presentation on Downtown from the Downtown Master Developer Consultant - G3 Development Business Group

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held October 21, 2025, and the Special Session held October 21, 2025. **(City Clerk Sibbitt)**
2. Approval of Reappointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval to Award Contract for Hackney Prairie Roadway Improvements. **(City Engineer Womack)**
4. Approval of FY 2025-2026 Budgeted Vehicle and Equipment Purchases. **(CIP Administrator Gajadhar)**
5. Approval of Change to Lease Agreement with Holiday Outdoor Decor for Pole-Mounted Holiday Decorations. **(CIP Administrator Gajadhar)**
6. Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for SFG Ocoee Owner, LP for the 429 Business Center Phase 2 East and West. **(Development Engineer Keaton)**
7. Approval of Declaration of Surplus and Disposal of Assets from FY24/25 Annual Inventory. **(Finance Director Weber)**
8. Approval of Interlocal Agreement between Orange County and the City of Ocoee for Medical Direction. **(Deputy Fire Chief Van Camp)**

9. Approval to Piggyback on the Orange County Master Purchase Agreement to Purchase Police Radios. **(Police Chief Ogburn)**
10. Approval of Addendum to School Resource Officer Agreement. **(Police Chief Ogburn)**
11. Approval for the Granting of 10-foot Utility Easements for Three Properties on Woodson Ave. **(Utilities Director Bolling)**
12. Approval to Advertise Resolution of Intent to Use the Uniform Method of Collection for Non-Ad Valorem Special Assessment. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING**

13. Second Reading of Ordinance Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking and Vaping Prohibited in Portions of Recreational Property. **(Parks and Leisure Services Deputy Director Gaines)**
14. Second Reading of Ordinance for FY 2025 Year-End Budget Amendment. **(Assistant Finance Director Lawitzke)**

• **PUBLIC HEARING**

15. Public Hearing for 125 S. Circle Key Dr. - Moody Variance Request; Project No. VR-25-02. **(Planner I Belizaire)**
16. Public Hearing for Ocoee Village Center - New Grocery and Fuel Station Large-Scale Preliminary Site Plan (LSPSP); Project No. LS-2024-011. **(Deputy Development Services Director Whitfield)**

• **REGULAR AGENDA**

17. RFP # 25-006 for the Lease and Operation of the Forest Lake Golf Club. **(Assistant City Manager Rumer)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

APPEALS: In accordance with Florida Statutes § 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.

OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

October 21, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER 6:16 PM

Mayor Johnson called the regular session to order at 6:16 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Mayor Johnson**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, and Commissioner Firstner

Absent: Commissioner Oliver

Also Present: City Manager Shadrix, City Attorney Geller, and City Clerk Sibbitt

• PRESENTATIONS AND PROCLAMATIONS 6:18 PM

Week of the Family Proclamation – read and proclaimed by **Mayor Johnson**, and accepted by **Victoria Laney**, *Southwest Orange County Representative*.

Florida City Week Proclamation– read and proclaimed by **Mayor Johnson**.

• STAFF REPORTS AND AGENDA REVIEW 6:23 PM

City Manager Shadrix announced that, with the groundbreaking of the Law Enforcement Training Facility, installation of water and force mains will take place along Fullers Cross Road. This work will require a road closure on Fullers Cross Road for the week. Detour information will be available on the City's website and social media pages. He further announced that the Rewis Street waterline and sidewalk replacement project is complete. **Mayor Johnson** asked whether the paving on Rewis Street had been completed and if the speed bumps could be reinstalled. **Public Works Director Krug** responded to his inquiry.

• PUBLIC COMMENTS 6:25 PM

The following persons addressed the City Commission:

- **Dr. Jim Moyer**, *Ocoee Resident*, commented on the ongoing research regarding the clean-up of Starke Lake and Lake Prima Vista, as well as the impact of recent extreme weather conditions. He also discussed the various agencies involved in these clean-up efforts and noted that the City, along with the neighboring blueberry farm, is working diligently to address and resolve any clean-up needs for these lakes.
- **Kellie Beck**, *HRDB Board Chair*, shared a brief video initiative from the Human Relations Diversity Board (HRDB) that is seeking approval from the City Commission. She explained that throughout 2025, the Board has focused on community education through

guest speakers, primarily in partnership with UCF. She further noted that the HRDB aims to conclude the year by celebrating the diversity of countries and individuals who have chosen to make Ocoee their home. She informed the City Commission about the proposed process for collecting the video submissions. A brief discussion followed regarding the use of a Google form and whether a disclaimer would be necessary. **Consensus of the City Commission was that the HRDB could move forward with their video initiative.**

- **Andrea Jones**, *Ocoee Resident*, asked the City Commission to reconsider keeping the Pickleball Court at Tiger Minor Park open at 7:00 AM, as previously discussed at the last meeting, instead of changing the opening time to 8:00 AM. She also requested that the City Commission review a cost comparison for permanently switching the locations of the Pickleball and Tennis Courts, noting that such a change would provide a long-term solution.

Commissioner Wilsen commented on the request for reconsideration, noting that residents in the surrounding area are being affected, and stated that she is not in favor of reinstating the 7:00 AM opening time.

Commissioner Kennedy reiterated his remarks from the previous meeting, emphasizing that reaching a fair compromise and balance would require placing the issue on a future agenda to allow other City residents the opportunity to provide input.

Mayor Johnson stated that he is not in favor of changing the opening time back, noting that there will always be residents who express concerns about the noise.

Commissioner Firstner stated that the park is a public facility intended for community use and expressed that addressing the noise concerns would be the appropriate solution. **City Manager Shadrix** noted that the PowerPoint presented at the previous meeting highlighted several mitigation measures that could be considered. He further shared that he has directed staff to explore grant funding opportunities for a potential permanent solution. A brief discussion ensued on park hours and pickleball court hours of operation.

• **CONSENT AGENDA 6:45 PM**

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-18; Moved by Commissioner Wilsen, seconded by Commissioner Fristner; Motion carried 4-0 with Commissioner Oliver absent.

1. Approval of Minutes from the Regular City Commission Meeting held October 7, 2025. **(City Clerk Sibbitt)**
2. Authorization to Accept FDLE Drone Replacement Program Grant Funding and Authorize the Purchase of a New Drone. **(Deputy Fire Chief Van Camp)**
3. Approval of FY 2025-2026 Budgeted Fire Engine Purchase. **(Deputy Fire Chief Van Camp)**
4. Approval to Award RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility. **(Procurement Manager Tolbert)**
5. Approval to Piggyback Omnia's Contract for the Freedom Park Playground Project. **(Parks and Leisure Services Director Johnson)**

Regular City Commission
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6. Approval to Piggyback the Clay County Contract for the Bob Sorenson Park Ballfield Lights. **(Parks and Leisure Services Director Johnson)**
7. Approval of FY 2025-2026 Budgeted Mower and Vacuum Equipment Purchases. **(Parks and Leisure Services Director Johnson)**
8. Approval of Victims of Crimes Act Agreement for FY 2025–2026. **(Police Chief Ogburn)**
9. Approval of FY 2025-2026 Traffic Signal Repair and Replacement Projects with Control Specialists. **(Assistant Public Works Director Gajadhar)**
10. Approval of FY 2025-2026 Budgeted Vehicle and Equipment Purchases. **(Assistant Public Works Director Gajadhar)**
11. Approval to Contract Core and Main to Provide the VertexOne Customer Portal. **(Utilities Director Bolling)**
12. Approval to Rebuild Bar Screen #2 at the City of Ocoee Wastewater Treatment Plant. **(Utilities Director Bolling)**
13. Approval to Replace the 3 Chlorine Tanks and Pumping System at the City of Ocoee Wastewater Treatment Plant. **(Utilities Director Bolling)**
14. Approval for the Purchase of a New Pump Lift Station #63 Pump 1. **(Utilities Director Bolling)**
15. Approval of Red Zone Robotics to Complete the First Stage of Gravity System Condition Assessment. **(Utilities Director Bolling)**
16. Approval to Rehabilitate Ocoee Lift Stations 42,49,50,52, and 53 and Piggyback RCM City of Zephyrhills Contract. **(Utilities Director Bolling)**
17. Approval of Intent to Annex Agreement with MPJ Realty USA, LLC. **(Utilities Director Bolling)**
18. Approval of Amendment 1 for Hazen & Sawyer to Provide Additional Design Services for the Forest Oaks Above Ground Injection Assembly. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE 6:46 PM**

19. First Reading of Ordinance for Fiscal Year 2025 Year-End Budget Amendment. **(Assistant Finance Director Lawitzke)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the City Commission meeting scheduled for November 18, 2025, at 6:15 PM or soon thereafter.

20. First Reading of Ordinance Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking Prohibited in Portions of Recreational Property. **(Parks and Leisure Services Deputy Director Gaines)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the City Commission meeting scheduled for November 18, 2025, at 6:15 PM or soon thereafter.

Regular City Commission
October 21, 2025

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** - None
- **PUBLIC HEARING** - None
- **REGULAR AGENDA** - None

• **COMMENTS FROM COMMISSIONERS** 6:47 PM

Commissioner Wilsen – Commented on the following: 6:47 PM - 6:49 PM

1) Commented on the Angel Tree request discussed at the previous meeting, noting that the City of Ocoee already has its own programs and believes that participating could create competition with these existing initiatives. **Commissioner Kennedy** voiced his support for this comment.

Mayor Johnson – Commented on the following: 6:49 PM – 6:50 PM

1) Announced the upcoming City Events for the months of October and November.

• **ADJOURNMENT** 6:50 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



October 21, 2025

MINUTES

7:15 PM

SPECIAL SESSION MEETING

• CALL TO ORDER 7:16 PM

Mayor Johnson called the special session to order at 7:16 PM in the Commission Chambers of City Hall. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, and Commissioner Firstner

Absent: Commissioner Oliver

Also Present: City Manager Shadrix, City Attorney Geller, and City Clerk Sibbitt

• REGULAR AGENDA 7:16 PM

1. RFP #25-006 Lease and Operation of the Forest Lake Golf Club Firm Presentations (Firms interview order will be randomly selected by holding a drawing).

Mayor Johnson briefed the City Commission on the interview and presentation process for the three shortlisted firms approved at the September 16, 2025, City Commission meeting. He summarized the additional information requested by the Commission at that meeting, which was included in the agenda packet. He also announced that public comments will be accepted following the conclusion of the interviews.

Mayor Johnson requested each firm to send one representative to randomly draw a golf ball to determine their place in the order of interviews; and further, requested that each firm extend professional courtesy by remaining in the designated holding room while other firms are being interviewed. The following order was randomly drawn: 1) Hampton Golf, 2) Tamarack Golf Management, and 3) Ocoee Holdings, LLC.

Hampton Golf (7:21 PM – 8:03 PM) - Presented their partnership summary which outlined their capital improvements phased approach, proposed renovations, and initiatives aimed at expanding their audience and enhancing their vision.

Questions from the City Commission were addressed by the firm's representative, who confirmed that Hampton Golf has not previously worked with any members of the selection committee. **City Manager Shadrix** further noted that he received letters from both review committee members disclosing that neither has had any prior affiliation with Hampton Golf.

Tamarack Golf Management (8:10 PM – 8:47 PM) - Presented an overview of their partnership with the City of Ocoee, highlighting a five-year capital improvement plan that includes renovation and modernization efforts, marketing and pre-development activities, hotel and retail site completion, as well as optimization and expansion initiatives.

Questions from the City Commission were addressed by the firm's representative.

Ocoee Golf Holdings, LLC (8:57 PM – 9:32 PM) - Introduced their team and presented their proposal summary which highlighted their innovative vision and leadership, capital improvement plan, and future enhancements and projects.

Questions from the City Commission were addressed by the firm's representative.

Recess 9:32 PM – 9:39 PM

• **PUBLIC COMMENTS 9:39 PM**

The following persons addressed the City Commission:

- **Doug Gomber**, *Ocoee Resident*, thanked the City for holding the meeting publicly and expressed that residents are not seeking a destination venue but rather a facility for the community to enjoy golf. He commented on each presentation and suggested that the City consider managing the golf course internally.
- **Brad Lomneck**, *Ocoee Resident*, expressed that he envisions a facility that combines the atmosphere of Dubsdread Golf Course with the former West Orange Golf Club, offering a membership option. He stated that he is seeking club membership that provides access to the restaurant and amenities. He also noted that a lease manager will be needed for a period of time before the City can evaluate the feasibility of assuming management.
- **Angel de la Portilla**, *Ocoee Resident*, commented that he believes the lease and operation of the golf course, as presented this evening, represents a significant economic opportunity for the City that deserves national recognition. He referenced several cities in Orange County that are thriving as a result of their destination amenities. He agreed that residents should receive benefits such as discounted rates but emphasized that the golf course should serve as more than just a community golf course.

• **CITY COMMISSION DISCUSSION ON SELECTION OF TOP RANKED FIRM AND SECOND RANKED FIRM FOR LEASE NEGOTIATIONS 9:52 PM**

Mayor Johnson called upon the City Commission for any further comments or questions and requested that the selection be considered at the November 18th City Commission Meeting. **Commissioner Kennedy** objected, noting that a quorum was present and that they should proceed with a motion. **Commissioner Wilsen** shared she is not in favor of making a motion this evening but would like to take time to review what was presented and to wait for Commissioner Oliver to be present for the decision. **Mayor Johnson** noted that a statement from Commissioner Oliver could be read into the record but would not count as a vote and added that postponing the decision until November 18th would allow all commissioners to have

**Special Session Meeting
October 21, 2025**

the ability to vote. **Commissioner Firstner** commented that he would also like to put more thought into the information that was presented and agreed to wait until Commissioner Oliver is present.

City Attorney Geller advised that, since no deliberation would take place that evening, he would not read Commissioner Oliver's submitted statement into the record.

Motion: Move to continue the discussion on selection of top ranked firm and second ranked firm for lease negotiations to November 18, 2025, Regular City Commission Meeting; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 3-1 with Commissioner Kennedy opposing and Commissioner Oliver absent.

• **ADJOURNMENT 9:56 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: November 18, 2025

Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Reappointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). (City Clerk Sibbitt)

Background Summary:

Members of the Citizen Advisory Council for Ocoee Fire Department (CACOFD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members and currently, the board has eight (8) members.

The terms of Members Tom Legvold and James Cummins expire in November 2025. Member Cummins has expressed interest in being reappointed to serve another three-year term and Member Legvold has submitted his resignation. In 2025, Member Cummins attended two (2) out of three (3) meetings. No other applications have been received by the City Clerk's Department.

Issue:

Should the Honorable Mayor and City Commissioners consider reappointing Member Cummins to serve another three-year term on the CACOFD with a term set to expire in November 2028?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners consider reappointing Member Cummins to serve another three-year term on the CACOFD with a term set to expire in November 2028.

Attachments:

1. CACOFD Board List
2. Attendance Log 2025

Financial Impacts:

None

Type of Item: Consent

CITIZEN ADVISORY COUNCIL FOR OCOEE FIRE DEPARTMENT

Created by Res. #2003-20 on 9/16/2003 amended by Res. #2010-012 & Res. #2022-01

Members are appointed for three-year terms.

(Up to 9 members/no less than 3 members)

(50% plus one constitutes a quorum)

Member	District	Email	Term Expires
1. Warren Channell	4	warrenchannell@yahoo.com	11/2026
2. Glenn Richardson	2	cappouch@aol.com	11/2027
3. Wayne Vaughn	2	colvaughn@cfl.rr.com	11/2027
4. Tom Legvold	4	legvoldtom@gmail.com	11/2025
5. James Cummins	2	Goggles2354@gmail.com	11/2025
6. Kaitlyn Ochoa	3	Kaioch823@gmail.com	11/2026
7. Michael Fletcher	2	None	11/2026
8. Jim Washington	2	jfwjr222@gmail.com	11/2026
9. Vacant			

Commission Liaison	District	Phone Number	Email
Commissioner Firstner	3	407-905-3100 x 1039	rfirstner@ocoe.org
Staff Liaison		Phone Number	Email
Tom Smothers, Fire Chief		407-905-3100 x 2001	tsmothers@ocoe.org
Recording Clerk		Phone Number	Email
Joyce Brown		407-905-3140	jbrown@ocoe.org
Back-Up Recording Clerk		Phone Number	Email
Jamie Ferrer		407-554-7157	jferrer@ocoe.org

CACOFD BOARD ATTENDANCE

Board Member	District	Term Expires	February	May	August	November	Attendance Ratio
Warren Channell	4	Nov-26	A	P	P		2:3
Glenn Richardson	2	Nov-24	P	P	P		3:3
Wayne Vaughn	2	Nov-24	P	P	P		3:3
Tom Legvold	4	Nov-25	P	P	A		2:3
James Cummins	2	Nov-25	P	A	P		2:3
Jim Moyer	4	Nov-25	P	RSND	RSND	RSND	
Kaitlyn Ochoa	3	Nov-26	P	A	P		2:3
Micheal Fletcher	2	Nov-26	P	P	P		3:3
Jim Washington	2	Nov-26	P	A	P		2:3

APTD = Appointed

RSND = Resigned

P = Present

A = Absent



Meeting Date: November 18, 2025

Item #: 3

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Award Contract for Hackney Prairie Roadway Improvements. (City Engineer Womack)

Background Summary:

City Staff has prepared plans for roadway improvements on Hackney Prairie Road between Cabbage Palm Drive/Rushden Drive and Hargate Court. The current roadway is a straight two-way road with a paved striped median that totals one-mile. The City maintains just over 1/2 a mile with the County responsible for the remaining section. The road has received numerous complaints regarding speeding and reckless driving from residents and commuters. This project would consist of converting the striped median area to a raised landscaped median, installing 6 brick speed calming devices, and resurfacing the remaining asphalt within the project limits. An invitation to bid on this project was issued to the contractors on our Continuing Contract for Small Construction Services on September 23rd and opened October 14th. Bids were received from all five qualified contractors ranging from \$319,000.00 to \$511,795.00. City Staff recommends awarding the construction contract to J Malever Construction Company for \$319,000.00 as the most responsive and responsible bidder.

Issue:

Should the Honorable Mayor and City Commissioners award the contract for Hackney Prairie Roadway Improvements to J Malever Construction Company?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners award the contract for Hackney Prairie Roadway Improvements to J Malever Construction Company and Staff to execute the required contract documents. Staff also recommends the City Manager and Staff be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Construction Contract
2. Hackney Prairie Road Improvements - Bid Documents

Financial Impacts:

The contracted amount is for \$319,000.00 which is adequately funded in FY25/26 budget from job # P000348 GL 317-541-10-6302.

Type of Item: Consent

SECTION 00500

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025 by and between the **City of Ocoee**, a Florida municipal corporation, hereinafter called Owner, and **J. Malever Construction Company**, a Florida corporation, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

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

**CITY OF OCOEE
JOB ORDER FOR HACKNEY PRAIRIE ROAD IMPROVEMENTS
ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-005 CONTINUING
CONTRACT TO BID SMALL CONSTRUCTION PROJECTS UNDER \$500,000,
INCLUDING FEDERAL GRANT FUNDED PROJECTS**

General Scope of Work

In conformance with the plans and specifications for this project: furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor and supervision for the work which is generally described as the following:

- The construction roadway improvements on Hackney Prairie Road between Cabbage Palm Dr/Rushden Dr and Hargate Ct. The location is near the intersection of N Clarke Rd and Hackney Prairie Rd. The current roadway is a two-way road with a striped median. This project would consist of converting the striped median area to a raised landscaped median, installing 6 brick speed calming devices, and resurfacing the remaining asphalt within the project limits.
- The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, tie-ins, testing, permits, clean up, replacements, and restoration required as a result of damages caused during this construction.
- The Contractor shall furnish and install all incidental materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
- The Contractor shall comply with all City, State, Federal, and other codes and regulations applicable to the above construction work.

All work is to be conducted in accordance with the specifications within the Bidding Documents.

ARTICLE 2. ARCHITECT AND ENGINEER

The Project has been designed by the City of Ocoee; the City's Engineer or his designee is to act as Owner's representative, assume all duties and responsibilities of the project engineer, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work.

ARTICLE 3. CONTRACT TIME

- 3.1 The work shall be Substantially complete within **sixty (60) calendar days**. The Entire work shall be complete and ready for its intended use, including final dressing and cleanup, within **one hundred twenty (120) calendar days**. All time periods begin from the effective date of the Notice to Proceed.

In accordance with Florida Statutes Section §218.735, within 30 calendar days, or 45 days if over \$10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710, and Section 5 of the Contract, Payment Procedures.

- 3.2 Placing of permanent pavement markings on all final asphaltic concrete surfaces, if applicable, shall not be accomplished before thirty (30) calendar days have elapsed after placement of the final surfaces. The charging of Contract Time will be suspended during the thirty (30) calendar-day period provided the work is considered to be Substantially Complete, as provided in paragraph 3.1 above. The charging of Contract Time will resume on the 31st day.
- 3.3 Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in above, plus any extensions thereof allowed. Contractor acknowledges that proving the actual loss and damages suffered by Owner if the work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires beyond the date specified in paragraph 3.1 above for substantial completion Two Hundred Fifty Dollars (\$250.00) for each day that expires beyond the date specified in paragraph 3.1 above for final completion (readiness for final payment).
- 3.4 In addition to the liquidated damages, there shall be additional incidental damages paid by the Contractor to the Owner for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by Owner to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with Contractor's failure to timely complete the work.
- 3.5 In addition to liquidated damages and incidental damages arising from Contractor's failure to perform the work, Contractor may be required to repay Owner for the cost of corrective

actions undertaken by Owner to resolve construction defects. Such corrective actions include, but are not limited to, restoration of damaged areas, clearing of water customer facilities to remove construction debris, repair and replacement of damaged reclaimed water customer equipment, and emergency repairs to the water or reclaimed distribution system during the one-year warranty period.

3.6 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Form, **THREE HUNDRED NINETEEN THOUSAND AND NO CENTS (\$319,000.00)**, which is incorporated herein and made a part hereof by this reference.

4.2 The Contractor agrees that the Contract Price is a stipulated sum except with regard to those items in the bid which are subject to unit prices and agrees to perform all of the work as described in the Contract Documents, subject to additions and deductions by Change Order, and comply with the terms therein for the Bid stated in the attached Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

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.

5.1 Progress Payments. In accordance with Section §218.735 Florida Statutes, Owner shall make progress payments on account of the Contract Price on the basis of Contractor's properly submitted and approved Applications for Payment, as recommended by Engineer, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application for Payment is initially received by the Owner. All such progress payments will be on the basis of the progress of the work measured by the Schedule of Values established in paragraph 2.07 of the General Conditions (Initial Acceptance of Schedules) (and in the case of Unit Price, work based on the number of units completed) and included in Contractor's qualifications submittals.

5.1.1 Owner shall submit a monthly "Certificate of payment based on the provided Paid to Date Summary may withhold, in accordance with the Division 1: General Conditions (Progress Payments).

5.1.2 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed to date and Ongoing Stored Material Allowance, to include materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner, with the remaining five percent 5% of the work being retainage.

5.1.3 Retainage shall be five percent (5%) of work to date based on the progress payment, including all change orders.

5.2 Final Payment - Within 20 business days after the single list of items is created per Section

3.1, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items. If the Owner has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less any items in dispute, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list.

ARTICLE 6. INTEREST

All monies not paid when due shall bear interest at the rate set in accordance with Chapter 218, part VII the Local Government Payment Act.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda and the General Conditions of the contract listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 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, performance and furnishings of the work.
- 7.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
- 7.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities).
- 7.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.6 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.
- 7.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 7.9 Percentage of work with Contractor's Own Forces: Not used.
- 7.10 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the work, are attached to this Agreement, made a part hereof, and consist of the following:

- 8.1 This Scope of work Agreement.
- 8.2 Exhibits to this Scope of work Agreement (if any).
- 8.3 Performance Bond, Payment Bond and Certificates of Insurance (Sections 00610, 00620 and 00630, respectively).
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 Standard General Conditions of the Construction contract, Section 710.
- 8.6 Bid Documents bearing the general title **"Job Order for Hackney Prairie Road Improvements only to the Prequalified Contractors for RFQ #22-005 Continuing Contract to Bid Small Construction Projects under \$500,000, including Federal Grant Funded Projects"**, dated September 2025.
- 8.7 Drawings consisting of a cover sheet and the sheets bearing the following general title:

**City of Ocoee, FL
Construction Plans for Hackney Prairie Road Improvements, PDF Sheets**

1. Plan Sheets 1 – 3

- 8.8 Response to Questions: 1, inclusive.

- 8.9 Exhibit "A" Contractor's Bid for the Hackney Prairie Road Improvements Project.
- 8.10 Documentation submitted by Contractor prior to Notice of Award.
- 8.11 Continuing Contract to Bid Small Construction Projects under \$500,000 (Awarded pursuant to RFQ #22-005).
- 8.12 Human Trafficking Affidavit, Company not an Entity of Foreign Country of Concern and Contractor E-Verify Affidavit.

There are no other Contract Documents than those listed above in this Article 8.

ARTICLE 9. MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under, or interests in, the Contract Documents 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 any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.3 Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.
- 9.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- 9.5 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.
- 9.6 SCRUTINIZED COMPANIES: The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria,

as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- 9.7 To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.
- 9.8 **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:** Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.
- 9.9 **HUMAN TRAFFICKING:** Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. **Complete attached affidavit.**
- 9.10 **FOREIGN COUNTRIES OF CONCERN:** Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Complete attached affidavit.**
- 9.11 **PUBLIC RECORDS COMPLIANCE:**

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the 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 City.
4. Upon completion of the contract, Contractor agrees to 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 record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105 CCDL@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

9.12 E-VERIFY REGISTRATION AND USE:

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) 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.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. **Complete attached affidavit.**

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on his behalf.

CONTRACTOR: J. MALEVER CONSTRUCTION COMPANY

BY: Scott Tyre

PRINT NAME: Scott Tyre

TITLE: Vice President

WITNESSES:

NAME: Chris Shaw

NAME: Madelynne Lee

TITLE: Office Manager

TITLE: AP Specialist

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

APPROVED:

BY: _____
Melanie Sibbitt, City Clerk

BY: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, under Agenda Item ____.

this ___ day of _____, 202

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

END OF SECTION

HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: Scott Tyre
Print Name: SCOTT TYRE
Print Title: VICE PRESIDENT
Company Name: J Malever construction

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2023, by Scott Tyre, as VICE PRESIDENT of J Malever Const., who is ☒ personally known to me or ☐ produced n/a as identification.

(Seal)



CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

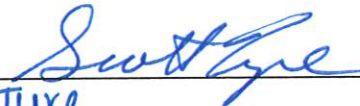
Christina L. Lee
Public Notary Signature
Print Notary Name: Christina L. Lee
My Commission Expires: 9/6/2029

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

3. I am an officer or representative of J Malever Construction (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. 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 the City of Ocoee.

Authorized Signature: 
Printed Name: Scott Tyre
Title: Vice President

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 29 day of October 2025 by Scott Tyre,
who ☒ is personally known to me / ☐ presented n/a as identification
and who ☐ did / ☐ did not take an oath.

Notary Public, Commission Seal:



CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029


Print Name: Christina L. Lee

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that J Malever Construction [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of J Malever Construct. [contractor] **proof of registration in the E-Verify system is attached to this Affidavit.**

Scott Tyre
Print Name: SCOTT TYRE
Date: October 29, 2025

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 04.29.2025 (date) by SCOTT TYRE (name of officer or agent, title of officer or agent) of J Malever Const. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced n/a (type of identification) as identification.

[Notary Seal]

Christina L. Lee
Notary Public

Christina L. Lee
Name typed, printed or stamped

My Commission Expires: 9/6/2029



CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

My Company Account



Modernize the employment eligibility verification process today!

[Learn More](#)

[Enable E-Verify+](#)

My Company Profile

Company Information

Company Name

J Malever Construction Company

Company ID

935433

Employer Identification Number (EIN)

593551606

DUNS Number

090719332

NAICS Code

237

Subsector

Heavy and Civil Engineering Construction

Doing Business As (DBA) Name

Enrollment Date

Jan 05, 2016

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

301 Sampey Road
Groveland, FL 34736

Mailing Address

Same as Physical Address

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M.E. Wilson Company, LLC dba Waldorf Insurance & Bonding; dba Underwood Anderson Insurance 300 West Platt Street Tampa, FL 33606	CONTACT NAME: Clndy Jett, ARM, CRIS	
	PHONE (A/C, No, Ext): 813-349-2231	FAX (A/C, No): 813-229-2795
INSURED J. Malever Construction, Inc. 301 Sampey Road Groveland, FL 34736	E-MAIL ADDRESS: cjett@mewilson.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cumis Insurance Society, Inc.	NAIC # 10847
	INSURER B: Bridgefield Casualty Ins. Co.	10335
	INSURER C: XL Specialty Insurance Co	37885
	INSURER D: Westfield Specialty Insurance Company	16992
INSURER E: James River Ins Co.	12203	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 145664**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			322581	03-12-2025	03-12-2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			322579	03-12-2025	03-12-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			322580	03-12-2025	03-12-2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	19651964	12-01-2024	12-01-2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			UM00178973MA25A	03-12-2025	03-12-2026	Per Item/Total Deductible 500,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by direct written contract or agreement with the Named Insured and subject to all policy terms, conditions, limitations, and exclusions, City of Ocoee are additional Insureds with respect the general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY M.E. Wilson Company, LLC		NAMED INSURED J. Malever Construction, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER G :			INSURER J :		
INSURER H :			INSURER K :		
INSURER I :			INSURER L :		

D	TYPE OF INSURANCE	AI	POLICY EFF	Excess	\$ Yes
	Excess Liability	☐	03-12-2025	Per Occurrence	\$ Yes
				Aggregate Limit	\$ 5,000,000
	POLICY NUMBER	WOS	POLICY EXP	Each Occurrence Limit	\$ 5,000,000
	XSL398253K01	☐	03-12-2026		\$

E	TYPE OF INSURANCE	AI	POLICY EFF	Excess	\$ Yes
	Excess Liability	☐	03-12-2025	Aggregate Limit	\$ 3,000,000
				Each Occurrence Limit	\$ 3,000,000
	POLICY NUMBER	WOS	POLICY EXP		\$
	001618080	☐	03-12-2026		\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
					\$
	POLICY NUMBER	WOS	POLICY EXP		\$
		☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
					\$
	POLICY NUMBER	WOS	POLICY EXP		\$
		☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
					\$
	POLICY NUMBER	WOS	POLICY EXP		\$
		☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
					\$
	POLICY NUMBER	WOS	POLICY EXP		\$
		☐			\$

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that J. Malever Construction Company, Inc.
301 Sampey Road,, Groveland, FL 34736, (hereinafter referred to as "Principal"), and _____
Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio
and licensed to do business in the State of Florida, (hereinafter referred to as
"Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter
referred to as "Obligee"), in the Penal Sum of \$319,000.00, for the payment of which
sum well and truly made, Principal and Surety bind themselves, their heirs, personal
representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a
contract, (hereinafter referred to as the "Contract") with Obligee for the construction of Job Order
for Hackney Prairie Road Improvements only to the Prequalified Contractors for RFQ #22-005
Continuing Contract to Bid Small Construction Projects under \$500,000, including Federal Grant
Funded Projects (hereinafter referred to as the "Project") in accordance with the plans and
specifications prepared by the City of Ocoee, dated September 2025; and

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF
Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and
agreements of said Contract including, but not limited to, the making of payments to persons or
entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling
all warranty obligations required after the Certificate of Completion is issued, within the time
provided therein, and any extensions thereof that may be granted by the Obligee, and also during
the life of any warranty or guaranty required under said Contract, and shall also well and truly
perform all undertakings, covenants, terms, conditions, and agreements of any and all duly
authorized and modifications of said Contract that may hereafter be made, and shall pay,
compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage
and expense, or from any breach or default by Principal under the Contract, including, but not
limited to, liquidated damages, damages caused by delays in performance of the Principal,
expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting
directly or indirectly from failure of the Principal to perform the Work identified by the Contract,
then this obligations shall be null and void; otherwise, it shall remain in full force and effect and
Surety shall be liable to Obligee under this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or
contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force
and effect notwithstanding (i) amendments or modifications to the contract or contract entered into
by Obligee and Principal without the Surety's knowledge or consent; (ii) waivers of compliance
with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee
without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations
under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as
the same may be amended, or any similar state or federal law, or any limitation of the liability of
Principal or its estate as a result of any such proceedings; or (iv) any other action taken by Obligee
or Principal that would, in the absence of this clause, result in the release or discharge by operation
of law of the Surety from its obligations hereunder.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then
the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost

and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

Any changes in or under the Contract or the Contract and compliance or noncompliance with any formalities connected with the Contract or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or modifications to the Contract.

The said Principal and the said surety agree that this bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the said subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this bond in their own names.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 30 day of October, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

J. Malever Construction Company, Inc. _____ Principal

By: Scott Tyre (SEAL)
SCOTT Tyre, Vice President (Official Title)
Nationwide Mutual Insurance Company _____ Surety

By: Benjamin H. French (SEAL)
Benjamin H. French, Attorney-in-Fact & Fla. Resident Agent (Official Title)



NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

**SECTION 00620
STATUTORY PAYMENT BOND**

Bidder shall provide the City with a Statutory Payment Bond in the amount of the contract bid.

**Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.**

KNOW ALL MEN BY THESE PRESENTS, THAT J. Malever Construction Company, Inc.
(hereinafter called the "Principal"), as Principal, and Nationwide Mutual Insurance Company, a
corporation organized and existing under the laws of the State of Ohio, hereinafter
called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida,
(hereinafter called the "Obligee"), by bond number 7901272011 in the sum of _____
Three Hundred Nineteen Thousand Dollars and 00 Cents (\$ \$319,000.00), for
the payment of which sum well and truly to be made, the said Principal and Surety bind themselves,
and their respective heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____
_____, 20__ to perform, as Contractor, in accordance with the Contract and
Contract Documents, which Contract and Contract Documents are hereby incorporated herein by
reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida
Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants,
as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor,
materials, or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in said Contract, and that any such claimant may maintain an independent action upon
this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein
by reference and made a part of this payment bond including, but not limited to, the notice and
time limitation provisions in subsection (2). 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), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals this 30 day of October, 2025, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

J. Malever Construction Company, Inc.

(Seal)

(Principal)

By Scott Tyre, vice President
(Name & Title)

Scott Tyre
(Signature)

Chhhu
Witness or Secretary's Attestation



Nationwide Mutual Insurance Company

(Seal)

(Surety)

By [Signature]
(Name & Title*)

Benjamin H. French, Attorney-in-Fact & Fla. Resident Agent

Rebekah Sharp
(Signature)

Witness or Secretary's Attestation



*Attach Power-Of-Attorney

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BENJAMIN H FRENCH; BRENDA W NEILL; HEATHER HUDGINS; J E S WEBB; L DALE WALDORFF;
REBEKAH F SHARP; TRAVA RIDLON; WILLIAM S NEILL;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of

_____, _____.



Assistant Secretary

SECTION 00630

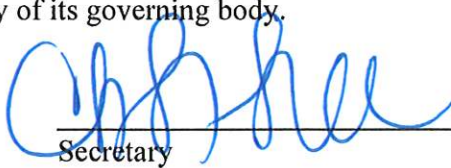
CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

CITY OF OCOEE

Job Order for Hackney Prairie Road Improvements

only to the Prequalified Contractors for RFQ #22-005 Continuing Contract to Bid Small
Construction Projects under \$500,000, including Federal Grant Funded Projects

I, Christina L. Lee, certify that I am the Secretary of the corporation named as Principal in the foregoing Construction Performance and Payment Bonds; that Scott Tyre, who signed the said Bonds on behalf of the Principal, was then vice president of said corporation; that I know his/her signature, and his/her signature thereto is genuine, and that said Bonds were duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.


Secretary

(Corporate Seal)



WALDORFF
INSURANCE & BONDING
McE Wilson Company

October 30, 20²⁵

Olena Stokych
Purchasing Analyst
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761
(407) 905-3100 ext. 1521

RE: Construction Performance and Payment Bonds
Authority to Date Bonds and Power of Attorney
Bond No.: 7901272011
Project Name: Hackney Prairie Road Improvements
(Job Order)

Dear Ms. Stokych:

Please be advised that as Obligee on the above referenced bond executed in your behalf for the captioned project, you are hereby authorized to date the bonds and the powers of attorney concurrent with the date of the contract.

Best Regards,

Nationwide Mutual Insurance Company

(Surety Company's Name)



Attorney-in-Fact



END OF SECTION

EXHIBIT “A”
SCOPE OF WORK/CONTRACTOR’S BID FOR THE HACKNEY PRAIRIE ROAD
IMPROVEMENTS PROJECT

Hackney Prairie Road Improvements - J Malever

ITEM DESCRIPTION	UNIT	QTY	UNIT BID	AMOUNT BID
Mobilization - 5% max	LS	1	15,750.00	15,750.00
Temporary Traffic Control	LS	1	28,000.00	28,000.00
Demolition - Pavement	LS	1	28,920.00	28,920.00
7-3/16" x 3-3/8" x 3-1/8" Holland Stone Pavers - Red	SY	190	85.00	16,150.00
1" Bedding Sand	SY	190	4.00	760.00
8" Base Material - Crushed Concrete Fines	SY	190	45.00	8,550.00
Type A Curb & Gutter	LF	1956	20.00	39,120.00
24" Concrete Ribbon curb - 3000 PSI	LF	166	40.00	6,640.00
1.5" Asphalt Mill	SY	4565	5.00	22,825.00
1-5" Asphalt Resurface	SY	4565	19.00	86,735.00
Thermoplastic Striping & Pvement Markings - Inc Temp Striping	LS	1	13,000.00	13,000.00
Adjust Sanitary Manhole	EA	2	1,000.00	2,000.00
Clean Fill - Landscape Median Area	CY	300	35.00	10,500.00
Bahia Sod - Landscape Medial Area	SF	8010	5.00	40,050.00
Milling to be the property of JMC. Roadway will be milled first and MOT will be shifted through the jobsite to keep it open to one way each way traffic.				
Thermo plastic striping may have to be done after the 60 day time period due to asphalt curing requirements - 16 Days- but the road will be temporarily striped and open to traffic.				
Price includes a cost for the Payment & Performance Bond				
Totals				319,000.00

J. MALEVER
CONSTRUCTION CO., INC.
Sitework • Utilities • Paving
 CBC1257568 • CUC1223711

Scott Tyre
 Project Manager
 E-mail: scottjmc@embarqmail.com

301 Sampey Road
 Groveland, FL 34736
 Phone: 352-429-9507
 Fax: 352-429-8705
 Mobile: 407-267-6768

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

City of Ocoee
(Revised November, 2023)

Notice: This section of the Project Manual is derived and adapted from the EJCDC C-710 Standard General Conditions of the Construction Contract, Funding Agency Edition, but has been substantially modified to conform to the needs of the City of Ocoee. The City does not represent or imply that this is an EJCDC document. Those portions included from EJCDC publications are copyrighted and subject to the terms and conditions of a license granted to the City of Ocoee for their use.

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency* – The Federal or state governmental agency named as such in the Agreement, which in this instance is the City of Ocoee. .
 3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *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.
 5. *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.
 6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder* – The individual or entity who submits a Bid directly to Owner in accordance with the Bidding Documents.
 8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda). This may include the Invitation To Bid and the Instructions to Bidders
 9. *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.
 10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency 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.
 11. *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.
 12. *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.

13. *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's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *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.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *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.
19. *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.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *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.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *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 in connection with the Work.
24. *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.
25. *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.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *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.
28. *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.
29. *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.

30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. For purposes of this Agreement, the Owner is the City of Ocoee, referred to either as the City or the Owner.
31. *PCBs* – Polychlorinated biphenyls.
32. *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.
33. *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.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *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.
36. *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.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *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.
40. *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.
41. *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.
42. *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.
43. *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.
44. *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. The Specifications are included in the Project Manual for the project.
45. *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.

46. *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. Final Completion shall be achieved only by acceptance of all of the Work by the Owner, as evidenced by its signature on the Final Certificate of Completion, which, in any event, shall only occur after the Owner has observed and approved such demonstration testing of the Project or has otherwise assured itself that all of the provisions and requirements of the Contract Documents have been fully satisfied.
47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
49. *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 any Subcontractor.
50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *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.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work

or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, 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 which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

- A. After the Contract has been executed, the Contractor will be furnished one (1) complete set of reproducible plans in electronic format, three (3) signed and sealed full-size prints, and one (1) 11"x17" print of the Drawings, one (1) complete set of the Project Manual (Contract Requirements and Specifications), and one (1) complete set of all addenda. The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. All copies of the Contract Documents shall be printed from the reproducible sets furnished to the Contractor. All costs of reproduction and printing shall be borne by the Contractor. The Contractor shall submit a complete set of reproducible Mylar ® sepia back to the Engineer as Project Record Drawings, as addressed in Section 1.07.E of the Contract General Requirements..

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. A Notice to Proceed may be given to Contractor at any time within thirty (30) days after the Effective Date of the Agreement. The Contract Time will commence to run on the date specified in the Notice to Proceed.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 21 days after the Contract Award, but in any event no later than the Preconstruction Conference, Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, 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.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility 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

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. Reporting Discrepancies
 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
 2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of

the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 2. reuse any of 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 adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or

information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim 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.
- D. If all lands and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon such land and rights-of-way as OWNER has previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should OWNER be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the Work, CONTRACTOR shall not be entitled to make or assert a claim for Additional Compensation by reason of said delay, or to withdraw from the Agreement except by consent of OWNER. Time for completion of the Work will be extended as provided in Article 12, to such time as OWNER determines will compensate for the time lost by such delay." An extension of Contract time will be Contractor's sole and exclusive remedy of delay.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Contract Documents may identify:
 - 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
 - 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site 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 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on

entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 The Contractor shall have no claim for an adjustment in Contract Price or Contract Times (or Milestones) under this Article 4 unless (1) CONTRACTOR has given the written notice required in as set forth herein not later than thirty (30) days after the event giving rise thereto), and (2) within sixty (60) days after the event giving rise thereto, CONTRACTOR shall submit to OWNER a detailed claim setting forth CONTRACTOR'S right to an increase in Contract Price or extension of Contract Time. No claim by the CONTRACTOR hereunder shall be allowed if asserted after final payment under this Contract.

4.06 *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.
- B. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

4.07 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- 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 to Contractor written notice: (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, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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.
- J. Contractor shall be responsible for all safety measures concerning the handling of all asbestos pipe to be removed as relocated under This Agreement. Contractor shall indemnify the Owner, its agents, employees, and officials from and against all claims, costs, losses and damages, including but not limited to attorneys' fees and other professional fees, arising out of and relating to the removal and/or relocation of asbestos pipe.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents all in accordance with applicable Florida Statutes, including but not limited to, Florida Statutes, 255.05, et seq. . These bonds shall be in form and content as identified in the Instructions To Bidders or otherwise in the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. The City of Ocoee has specified a form of a performance bond which shall be used for this project.
- B. All bonds shall be executed by such sureties as are named in the current 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 must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified below in this Article or 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 identified as identified below or 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.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting 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, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified below or in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, 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 below or in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 5. 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 below or 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);
 6. 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
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
- C. Contractor shall furnish Owner and each other additional insured identified below or 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.
- D. 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:
1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: ***

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall 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 | 2,000,000 |
| b. Products - Completed Operations Aggregate | 1,000,000 |
| c. Personal and Advertising Injury | 1,000,000 |
| d. Each Occurrence (Bodily Injury and Property Damage) | 1,000,000 |
| e. Personal Injury Liability Coverage will include Claims arising out of Employment. | |
| f. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. | |
| g. Excess or Umbrella Liability | 2,000,000 |
| 1) General Aggregate | |
| 2) Each Occurrence | |

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

- | | |
|---------------------|-------------|
| a. Bodily Injury: | |
| Each person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| b. Property Damage: | |
| Each Accident | \$1,000,000 |
| OR | |
| c. Combined Single | |
| Limit of | \$1,000,000 |

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- | | |
|---------------------|-------------|
| a. Bodily Injury: | |
| Each Accident | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
| b. Property Damage: | |
| Each Accident | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

5. Additional Insureds:

[name and address of design firm, if any]

City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761

Others, as may be identified by the OWNER

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents. The Owner shall not have the duty or obligation to purchase or maintain such insurance and nothing herein shall be so deemed to require same.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). 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, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss 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 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 additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain such boiler and machinery 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, 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 an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with 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 additional insured 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. Where applicable, the Contractor shall purchase and maintain adequate flood insurance for work within designated flood hazard areas as defined by P.L. 93-234 (Flood Disaster Protection Act).

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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 additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 to be listed as insured or additional insured (and the officers, directors, 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 Contractor as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor 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.

- B. Contractor 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 Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

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

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Article 5 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.
- C. Except in the event of an emergency, no work shall be performed (1) before sunrise and after sunset, (2) nor between the hours of 7:00 p.m. and 7:00 a.m. (3) nor on Saturday and Sunday and (4) nor on any holiday of the Owner. "Regular Working Hours" shall be between 7:00 a.m. and 7:00 p.m. and shall be established by the Contractor at the Pre-construction Meeting, provided the total working hours shall not exceed eight (8) hours per day and forty (40) hours per week. If construction or maintenance work requires operations during other than Regular Working Hours, the

Contractor shall obtain written permission of the Owner at least forty-eight (48) hours in advance of starting such work, and shall set forth the proposed schedule for overtime to give Owner ample time to arrange for his personnel to be at the site of the work. Contractor shall pay for the additional charges to the Owner on account of such overtime work. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work.

D. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such work week, as the case may be.

E. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by Owner's governing body or other duly designated official.

F. Contractor shall employ only competent persons to do the work and whenever Owner shall notify Contractor, in writing, that any person on the Work appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

G. Contractor and Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project to qualified local residents with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.

H. Contractor shall reimburse the Owner the reasonable and customary amounts the Owner incurs for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours. Overtime costs shall be deducted from the Contract amount by written Change Order (Contract Modification). Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate and shall include labor burden, etc. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner

I. No work shall be performed on legal holidays of the Owner, which for the Work are defined as follows:

<u>Holiday</u>	<u>Calendar Date</u>
CITY OF OCOEE TO CONFIRM HOLIDAYS	
<u>Holiday</u>	<u>Calendar Date</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 (may be observed on the prior Friday or following Monday)
Labor Day	First Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24

If Christmas and Christmas Eve fall on a weekend, the preceding Friday and following Monday will be observed as holidays. If Christmas falls on a Monday, the preceding Friday will be observed as a holiday. If Christmas falls on a Saturday, the preceding Thursday will be observed as a holiday.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
- 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 that 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 procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) will perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified , and

- b) available engineering, sales, maintenance, repair, and replacement services;
 - 4) and 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 either a Change Order for a substitute or 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 item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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; and all costs resulting from any delays in the Work while the substitution was undergoing reviews.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- G. Equipment specifications containing experience clauses requires equipment manufacturers to have a record (min. number installations and years of operation) of satisfactory operation. In lieu of experience, a manufacturer/supplier may provide the equipment with the mutual understanding of all parties that no payment shall be released for such equipment including installation costs until it is demonstrated that the equipment meets the specific design performance requirements. All such monies retained shall be held by the Owner in an interest bearing escrow account from the date of application for payment for such work until the date of demonstrated conformance. All such retained monies and accrued interest shall be released to the Contractor upon demonstrated conformance. All monies not paid by the Owner shall bear interest at a 7 percent per annum or the maximum rate provided by law, whichever is less. Where the equipment has failed specified tests to demonstrate conformance to the design requirements, the Contract shall remove said equipment and shall substitute the equipment as approved by the Owner/Engineer as specified having the required experience. The Contractor shall install the substituted equipment as required to provide a complete and functional system without cost to the Owner. (Refer to GC-13.07). No experience restriction will be permitted which unnecessarily reduces competition or innovation.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Instructions to Bidders or the Invitation To Bid requires 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 those requirements, then any such Subcontractor, Supplier, or other individuals or entities so identified and not objected to in writing by Owner or Engineer prior to the execution of the Agreement will be deemed acceptable to Owner and Engineer. All other Subcontractors, Suppliers, or other individuals or entities so identified shall be deemed to have been accepted if Owner or Engineer deliver no written objection thereto within forty-five (45) days after Contractor's written identification of such Subcontractors, Suppliers, or other individuals or entities. However, if within said forty-five (45) day period, Owner or Engineer has reasonable objection to any Subcontractors, Suppliers, or other individuals or entities whether previously identified or subsequently, Contractor shall submit an acceptable substitute without entitlement to any change in Contract Price. If Owner or Engineer demands the substitution at any time and it is determined that the Owner or Engineer did not have a reasonable objection, the Contractor shall comply with the demand for substitution and shall be entitled to an adjustment in the Contract Price (by appropriate Change order or Written Amendment) for the difference in cost resulting directly from such substitution. After acceptance by the Owner or Engineer of any particular Subcontractor, Supplier, or other individuals or entities, the Contractor shall make no substitution without written approval of the Owner, which may be granted or withheld at Owner's sole discretion. No acceptance by Owner or Engineer of any such Subcontractor, Supplier or any other person or organization shall be deemed to constitute a waiver or an estoppel of any right of Owner or Engineer to reject defective work performed in whole or in part by any such Subcontractor, Supplier, or other individual or entity.
- 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 anything in the Contract Documents 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 an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Reference is made to the Bidding Requirements of the Contract Documents for a list of permits and licenses obtained by the OWNER before the bid advertisement.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary 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.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Use of Owner's existing buildings or lands by the Contractor for storage of materials and equipment will not be permitted. Use of existing washrooms, lavatories, sanitary facilities or plumbing facilities by the Contractor or any of his employees or Subcontractors will not be permitted.
 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, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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.
 4. In the event of temporary suspension of the Work, or during inclement weather, or whenever Engineer may direct; Contractor shall, and shall cause Subcontractors, to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of Contractor.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Contractor shall comply with the Trench Safety Act, Florida Law, Chapter 90-96 (CS/SB2626); OSHA (P.L. 91-596); the Contract Work Hours and Safety Standards Act (P.L. 91-54); and the Federal Register 29 CFR part 1926, OSHA Subpart P, and all federal requirements as part of the federal grant as stated in the solicitation and contract, as well as all other local, state and federal ordinances, laws, and regulations regarding safety.
- C. 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 , 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).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the

Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

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

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner for a period of one (1) year following the issuance of the Certificate of Completion for the project that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. The Contractor shall indemnify and hold harmless the City of Ocoee, and its agents, officials and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or persons employed or utilized by the Contractor in the performance of the construction contract.
- B. In any and all claims against the City of Ocoee or any of their respective consultants, agents, officers, directors, partners, or employees 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, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 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.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via 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, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall 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 their work and will only cut or alter their 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.
- D. The Contract Time stipulated for this Construction Contract may also include the time required for utility construction by others as addressed by any Utility Relocation Schedule(s) included within the Contract Documents or Information Available to Bidders, and/or pursuant to referenced utility relocation period(s) detailed under the Contract General Requirements

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. Owner will furnish a Resident Project Representative to observe the performance of the Work. The duties, responsibilities and limitations of authority of this Resident Project Representative (and assistants) are as follows:
- B. The Resident Project Representative (RPR) will act as directed by and under the supervision of OWNER, and will confer with Owner and Engineer. RPR's dealings in matters pertaining to the on-site work shall, in general, be only with Owner, Engineer, and Contractor, and dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
- C. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Owner and Engineer concerning the acceptability of these submittals.
2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings.
3. Communications by the RPR
 - a. The RPR shall communicate with the Contractor on the site working principally through the Contractor's project manager and superintendent to facilitate communications between the Engineer and the Owner and to advise the Contractor and the Engineer when the construction operations need to be adjusted to serve the purposes of the Owner on the site.
 - b. As requested by Contractor obtain from Owner and Engineer additional details or information, when required for proper execution of the work.
4. Shop Drawings and Samples
 - a. Record date of receipt of Field Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of the availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests
 - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract documents.
 - b. Report to Owner and Engineer whenever the RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 Owner and Engineer of work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in presence of appropriate personnel, and that Contractor maintains adequate records thereof; observe, record and report to Owner and Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Owner and Engineer.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with RPR'S recommendations to Owner and Engineer. Transmit to Contractor in writing decisions as issued by Owner and Engineer.

8. Records

- a. 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 Change Directives, 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.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, and telephone numbers of Contractor, subcontractors, and major suppliers of materials and equipment.

9. Reports

- a. Contractor and Engineer shall furnish the RPR with periodic reports as required of progress of the Work and Contractor's compliance with the progress schedule.
- b. Contractor and Engineer shall consult with the RPR in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Contractor and Engineer shall work with the RPR to draft proposed Change Orders and Work Change Directives, by providing backup material. The RPR may from time to time recommend that Change Orders, Work Change Directives and Field Orders be issued. .

10. Payment Requisitions: The RPR may assist in the review of applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to 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. Initial approved percentages of completion with respect to the schedule of values.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, the RPR may assist to verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forward same to Owner prior to final payment for the Work.

12. Completion

- a. The RPR may, before the Contractor submits a request for a substantial completion inspection, submit to the Contractor a list of observed items requiring completion or correction.
- b. The RPR may, but shall not be required, to advise the Contractor or the Engineer whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work, including but not limited to, the City of Ocoee.
- c. The RPR may also assist in conducting final inspection together with the Engineer, Owner and Contractor and assist in preparing a final list of items to be completed and corrected. In accordance with Florida Statutes Section §218.735, within 30 calendar days of reaching substantial completion of the construction services, or 45 days if over \$10 million construction cost, the Owner and

Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710 of the bid package, and Section 5 of the Contract, Payment Procedures.

- d. The RPR may observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. LIMITATIONS OF AUTHORITY

Resident Project Representative

1. By taking any such action as noted above, the RPR shall not be deemed to have authorized any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless same is expressly authorized by Engineer in accordance with this Agreement.
2. By taking such action as noted above, the RPR shall not be deemed to have usurped or exceeded the Engineer's authority or responsibilities, as set forth in the Agreement or the Contract Documents.
3. By taking any such action as noted above, the RPR shall not be deemed to have undertaken any of the responsibilities of the Contractor, Engineer, subcontractors, suppliers, or agents or employee's of same.
4. By taking any such action as noted above, the RPR shall not be deemed to have advised on, issued directions relative to, or assumed 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.
5. By taking any such action as noted above, the RPR shall not be deemed to have provided advise on, or issued directions regarding, or assumed control over safety precautions and programs in connection with the Work.
6. The RPR shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. By taking any such action as noted above, the RPR shall not be deemed to have authorized OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by OWNER and ENGINEER.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency 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.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

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

10.04 *Notification to Surety*

- A. If notice 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) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part,
 - 2. approve the Claim, or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise

may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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 at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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, expressages, 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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent 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 percent from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a 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.
 - g. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site. The equipment rates will be based on the latest edition (version current at the time of bid) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc.(version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Blue Book".

- h. The Monthly Rate is the Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time of that day equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.
- i. The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate of standby equipment

12.02 *Change of Contract Times*

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

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
 - 1. delays caused by or within the control of Contractor; or
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said 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. Inspections required by the Contract Documents for pre-engineered, prefabricated or precast structural components shall be performed at the place of manufacture upon each stage of manufacture, by a registered professional engineer licensed in the State of Florida (other than the Manufacturer's Specialty Engineer) or a person under his direct supervision. Two (2) copies of a written report of such inspection shall be provided to the Engineer prior to delivery to the site and shall be prepared by the inspector and each copy shall bear the seal and signature of the respective registered professional engineer. The costs for these inspections and reports shall be paid for by the Contractor.
- 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, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. Contractor shall have no claim for delay or disruption based upon the Engineer's reasonable actions under this paragraph.
- 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.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of 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). Contractor shall have no claim for delay or disruption based upon the Engineer's reasonable actions under this paragraph.
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting 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.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and 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.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession

of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim 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

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments*

1. Not later than ten (10) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation indicating that the Contractor has either paid for such materials or equipment or 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. The Contractor shall furnish evidence that payment received on the basis of materials and equipment not incorporated but delivered and suitably stored, has in fact been paid to the respective supplier(s) on submission of the next application for payment submitted by the Contractor. Failure to provide such evidence of payment shall result in the withdrawal of previous approval(s) and removal of the related equipment from the next submitted Application for Payment."
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 on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

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

C. Payment Becomes Due

- 1. Not later than Twenty-five (25) days after the Application for Payment to the Owner is stamped as received by the City, the amount recommended by the Engineer, will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
- 2. If the Contractor and its Surety shall fail to pay any undisputed claims, made in writing to Owner within thirty (30) days after completion of the Work, but continuing unsatisfied for a period of ninety (90) days, Owner, at its sole discretion and option, may pay such undisputed claim and deduct the amount thereof from the balance due Contractor; if Owner deems such action to be in its best interests. Owner may also, with the written consent of Contractor and its Surety, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work, for disputed claims or claims that have not been filed.
- 3. All monies paid by Owner in settlement of claims as set forth above, with the costs and expenses incurred by Owner in connection therewith, shall be charged to Contractor, shall bear interest at the then existing legal rate of interest under the laws of the State of Florida; and shall be deducted from the next payment due Contractor under the terms of this Contract.

D. Reduction in Payment

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. there are other items entitling Owner to a set-off against the amount recommended including but not limited to, the aggregation of liquidated damages; or
 - e. 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 corrects to Owner's satisfaction the reasons for such action.
- 3. If it is subsequently determined 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.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, supplies 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. No materials or supplies for the Work shall be purchased subject to any security interest, or under a conditional sales contract or other agreement by which an interest is retained by the seller.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal 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 final payment. In accordance with Florida Statutes Section §218.735, within 30 calendar days, or 45 days if over \$10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710 of the bid package, and Section 5 of the Contract, Payment Procedures. 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 complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and

Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion 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.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner, Agency, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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.

4. Notwithstanding any other provision of these Contract Documents to the contrary, Owner and Engineer are under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing to any of them are or will be made. Such parties shall rely only on the Contractor's payment and performance bonds and the obligations of the Surety as remedy of nonpayment.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05; however, if the Owner stops Work under Article 13.05 or suspends services under Article, or suspends the Work or any portion thereof because of the Contractor is endangering persons and property, the Contractor shall be entitled to no extension of Contract Time or increase in Contract Price.”

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);or
 2. If the Contractor assigns or delegates its duties under this Contract or any substantial part thereof without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified; or
 3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor’s material disregard of the authority and directives of the Engineer; or
 5. Contractor’s violation or material breach of any provisions of the Contract Documents; or
 6. Contractor’s abandonment of the Work to be done under this Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION AND WAIVER OF TRIAL BY JURY

- 16.01 A. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by Mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall by mutual agreement select a Mediator within fifteen

(15) days of the date of the request for Mediation. If the parties cannot agree on the selection of a Mediator, then the owner shall select the Mediator, who, if selected solely by the Owner, shall be a Mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be deemed as issued by the Mediator not later than sixty (60) days after the initial Mediation Conference. The CONTRACTOR will carry on the Work and maintain the progress schedule during any dispute. Venue for any litigation, at law or equity, shall lie exclusively in The Circuit Court of the Ninth Judicial Circuit Court in and for Orange County, Florida.

- 16.02 This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida.
- 16.03 **The CONTRACTOR and OWNER waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Contract.**

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
 3. Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the U.S. Postal Department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Headings*

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

- 17.06 The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Engineer. During the pre-construction meeting, the Engineer shall provide to the Contractor one set of such project administration forms to be utilized during the construction of this project. These forms are referenced as:

Forms Used by the Engineer and/or Owner's Representative

00844	Non-compliance Notice
00845	Field Order
00847	Request for Proposed Change
00848	Daily Construction Report
00849	Weekly Construction Progress Report

Forms Used by the Contractor

00861	Periodic Estimate for Partial Payment
00862	Certificate of Engineer
00863	Certificate of Final Completion
00864	Shop Drawing Submittal
00865	Certificate of Final Inspection
00868	Contractor Request for Information
00878	Contractor Proposed Change
00879	Waiver and Release of Lien upon Final Payment
00881	Waiver and Release of Lien upon Progress Payment
00883	Contractor's Final Affidavit
00885	Contractor's Interim Affidavit

Forms Used by All Parties during Construction

00850	Construction Accident Report
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- 17.07 The Contractor shall comply with Florida's Archives and Historical Act (Florida Statutes Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant, historical or archaeological data, sites, and properties in connection with the project.
- 17.08 If apprentices are required or utilized on this project, then the provisions of Chapter 446, Florida Statutes, shall govern.
- 17.09 If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Owner, within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the

Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the Owner, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Financing Agency Not a Party*

- A. This Contract may be funded in part with funds provided by a State or Federal Agency. Neither State or Federal Agency, nor any of its departments, entities, or employees is a party to this Contract. All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327.

18.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents,

papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the

regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
 - 1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
 - 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.



October 28, 2025

Mr. Scott Tyre
Vice President
J. Malever Construction Company
301 Sampey Road
Groveland, Florida, 34736

Re: Hackney Prairie Road Improvements Project

NOTICE OF INTENT TO AWARD

Notice is hereby given that J. Malever Construction Company is tentatively scheduled to be recommended to the City Commission for approval of the contract for Hackney Prairie Road Improvements Project at the November 18, 2025, City Commission meeting.

Please execute the attached two (2) original contract documents along with two (2) original performance and payment bonds. An Officer of the company must sign the contract; or provide a letter signed by an Officer of the company authorizing a certain employee of the company to sign the contract. You must also provide the required performance and payment bond on the forms provided in the contract documents, insurance certificate naming the City as additional insured, and endorsements. Return all contract documents to my attention by November 6, 2025, or as soon thereafter as possible. If the contract is approved by the City Commission, the City will date and return a fully executed copy of the contract to you, along with your original copy of the dated bonds.

State of Florida Statute 255.05 will apply to this contract. Once you receive the fully executed contract and dated bonds from the City, you will need to record the performance and payment bonds with Orange County. You are required to provide the City with a certified copy of the recorded bonds before the City can issue the Notice to Proceed or make any payment for the project.

Additionally, please contact Mr. Milen Womack, P.E., City Engineer at mwomack@ocoe.org or at (407) 905-3100 extension 6013 to schedule the pre-construction meeting for this project. The certified copy of the recorded bonds will need to be provided prior to or at the pre-construction meeting. Completion dates will be established at the pre-construction meeting. Work shall begin pursuant to the effective date established by the Notice to Proceed.

The City is looking forward to working with your company on this project and should there be any questions regarding the above, please feel free to contact me at ostokych@ocoe.org or at (407) 905-3100 extension 1521.

Sincerely,

Olena Stokych

Olena Stokych,
Purchasing Analyst

Enclosure: Contract, Affidavits, Bond Forms, Section 710 - General Conditions.
cc: Milen Womack, P.E., City Engineer

City of Ocoee • 1 North Bluford Ave • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.ocoe.org

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

Hackney Prairie Road Improvements

Response to Questions - 1

1. I see there are existing curb inlets but no pay item for erosion control. Can a pay item be added or are the contractors to include inlet protection in one of the existing pay items?
 - a. Please include the cost for inlet protection and other SWPPP protection in the Mobilization costs.
2. When does the city anticipate this project to start?
 - a. The City would like to start as soon as the selected contractor as availability. A start date within the next two months is preferable.
3. Is the intent for the proposed Type A curb to be placed on the existing soil cement?
 - a. Yes
4. Does the city use a particular supplier for the Holland Stone Pavers?
 - a. No, but the City would needs to review the selected pavers before they are ordered and delivered to the site.
5. Are certified as-builts required at the completion of the project?
 - a. No
6. Are the brick speed calming devices going to be flush with the new ribbon curb and the new asphalt? Not the normal speed tables that has a ramp up, a flat top and then a ramp back down to the existing asphalt elevation.
 - a. See the speed calming device detail. Ribbon curb and brick pavers are level with the roadway profile. No ramps.
7. How will MOT be handled? Can this section of the road be closed down 24/7 to all traffic and detoured around (I think the park entrance is the only drive in that section of road)? Or could it be shut down to only have a one way traffic lane with a flagging operation during work hours? You will have 12" deep excavation at the speed devices and in the median to safe up if traffic is opened up after each shift.
 - a. This section of roadway shall remain open during installation. Lane shifts, flagging operations, etc. can be utilized. Contractor shall provide the TTC and ensure that two way traffic is restored at the end of the working day. No traffic shall be routed though the neighborhood to the north.
8. How will the school traffic be affected by construction? Will a majority of this work need to be done over christmas break? or the weekends?
 - a. Planning the construction around school breaks is not necessary but is not discouraged.

9. Depending on how the MOT is handled could all the speed calming areas be milled out first and let traffic ride over the milled areas until each of the traffic calming devices are built?
 - a. Yes
10. If the road needs to be opened after each shift will the City allow structural road plates to be installed over any unfinished excavation / base or brick installation?
 - a. Yes
11. Will there be a pre-bid meeting?
 - a. No
12. Is there an engineer's estimate or budget?
 - a. The budget is \$350,000
13. Is a Bid Bond required?
 - a. Yes
14. What is the deadline for questions due?
 - a. Deadline for questions will be October 7th. Due to answers to these questions going out today, we will extend the cost proposal deadline to 12:00PM Tuesday October 14th

Item Number	Description	Unit	Quantity	Company				
				APEC	CFE	GARCIA	SCHULLER	MALEVER
1.01	Mobilization (5% Max.)	LS	1	\$20,000.00	\$17,600.00	\$16,625.00	\$15,000.00	\$15,750.00
1.02	Temporary Traffic Control	LS	1	\$21,000.00	\$11,713.00	\$17,859.14	\$18,000.00	\$28,000.00
1.03	Demolition (Pavement)	LS	1	\$50,855.00	\$34,000.00	\$30,654.75	\$31,511.00	\$28,920.00
1.04	7-3/16" x 3-3/8" x 3-1/8" Holland Stone Pavers (Red)	SY	190	\$4,750.00	\$19,864.50	\$13,571.70	\$33,250.00	\$16,150.00
1.05	1" Bedding Sand	SY	190	\$4,750.00	\$864.50	\$3,112.20	\$3,800.00	\$760.00
1.06	8" Base Material - Crushed Concrete Fines	SY	190	\$4,750.00	\$11,818.00	\$15,846.00	\$11,590.00	\$8,550.00
1.07	Type 'A' Curb and Gutter	LF	1956	\$97,800.00	\$75,110.40	\$35,657.88	\$97,800.00	\$39,120.00
1.08	24" Concrete Ribbon Curb (3000 PSI)	LF	166	\$12,450.00	\$18,260.00	\$13,180.40	\$11,122.00	\$6,640.00
1.09	1.5" Asphalt Mill	SY	4565	\$45,650.00	\$23,966.25	\$27,298.70	\$13,695.00	\$22,825.00
1.10	1.5" SP-9.5 Asphalt Resurface	SY	4565	\$136,950.00	\$95,865.00	\$175,980.75	\$91,300.00	\$86,735.00
1.11	Thermoplastic Striping and Pavement Markings (Inc. Temp. Striping)	LS	1	\$30,000.00	\$12,380.00	\$6,985.00	\$11,838.00	\$13,000.00
1.12	Adjust Sanitary Manhole	EA	2	\$40.00	\$1,530.00	\$2,231.66	\$2,400.00	\$2,000.00
1.13	Clean Fill (Landscaped Median Area)	CY	300	\$2,700.00	\$34,200.00	\$11,475.00	\$9,600.00	\$10,500.00
1.14	Bahia Sod (Landscaped Median Area)	SF	8010	\$80,100.00	\$12,816.00	\$9,612.00	\$8,010.00	\$40,050.00
TOTALS				\$511,795.00	\$369,987.65	\$380,090.18	\$358,916.00	\$319,000.00

From: [Womack, Milen](#)
To: ["allaccess@apcc2.com"](#); ["stalzz@aol.com"](#); [Eddy Garcia](#); ["estimating@garciacivil.com"](#); ["Scott Tyre"](#); ["schullercontractors@gmail.com"](#)
Cc: [Krug, Stephen](#); [Stokych, Olena](#); [Gajadhar, Kiel](#); [Stewart, John](#); [Ayares, Mauricio](#)
Subject: Hackney Prairie Road Improvements
Date: Tuesday, September 23, 2025 9:39:32 AM
Attachments: [Hackney Option 2025 - Full Set.pdf](#)
[Outlook-1zbgilmh.png](#)

Good Morning All,

The City of Ocoee would like to construct roadway improvements on Hackney Prairie Road between Cabbage Palm Dr/Rushden Dr and Hargate Ct. This is near the intersection of N Clarke Rd and Hackney Prairie Rd. The current roadway is a two-way road with a striped median. This project would consist of converting the striped median area to a raised landscaped median, installing 6 brick speed calming devices, and resurfacing the remaining asphalt within the project limits. We would like to construct these improvements using our Continuing Contract for Small Construction Services. Please review the attached plans and submit a cost proposal if your company would be able to perform this work. The duration of construction for this project shall be no longer than 60 days. Cost proposals should be submitted to me via email by Tuesday October 7th for consideration. Please feel free to reach out to me with any questions on the scope of work or the plans. Please reply all with any questions. Thank you for your consideration.

Much Appreciated,



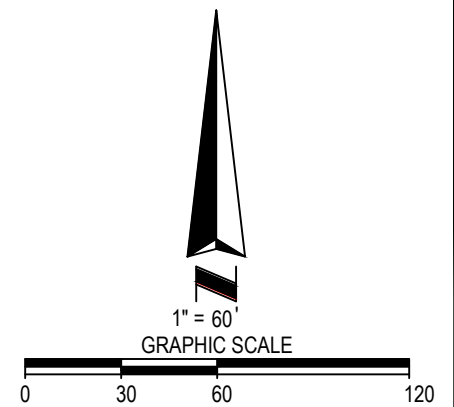
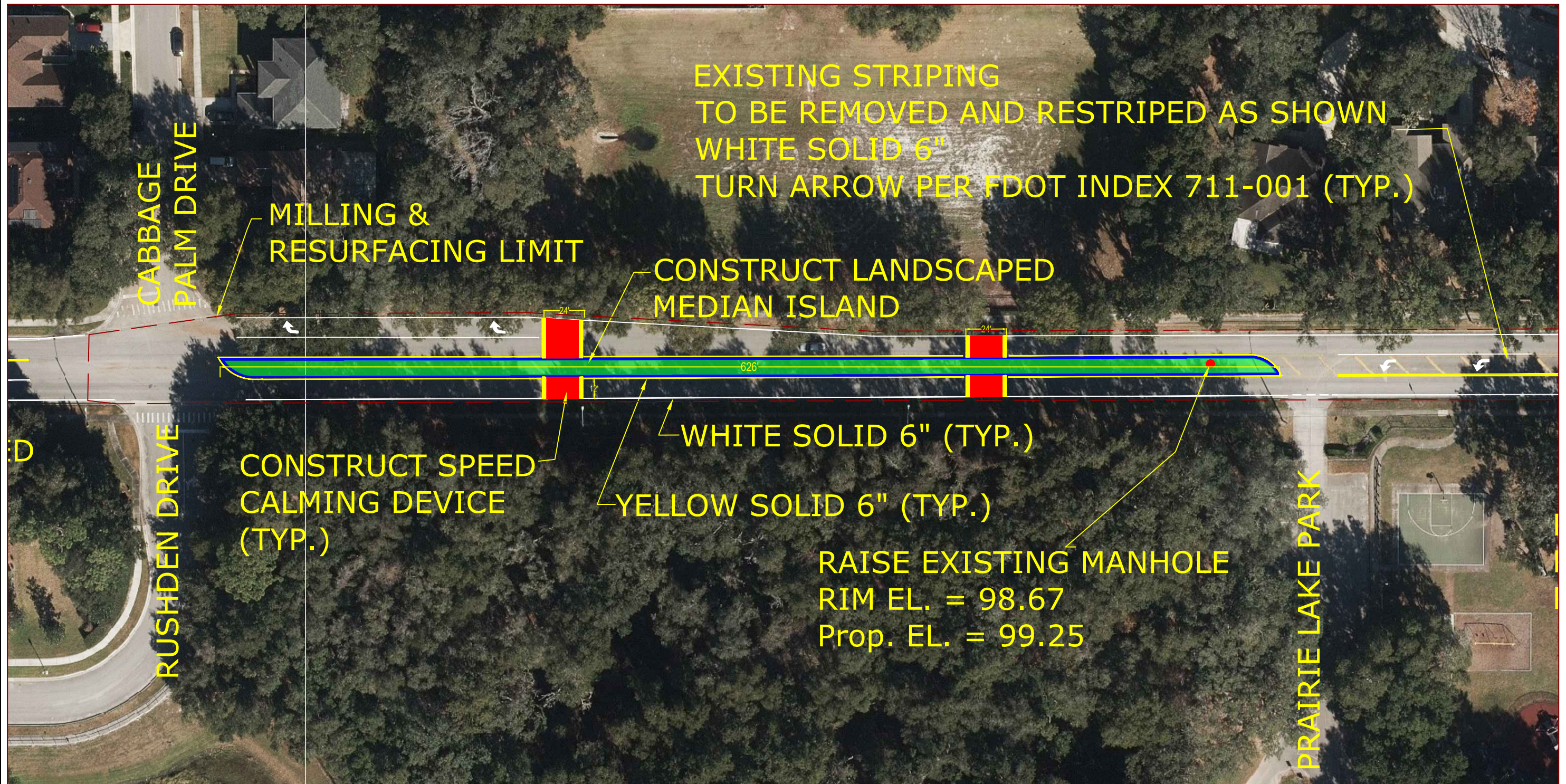
Milen Womack, P.E.

City Engineer + Asst. Public Works Director

City of Ocoee | 301 Maguire Rd | Ocoee, FL 34761

P: 407.554.7313 | C: 407.955.1000

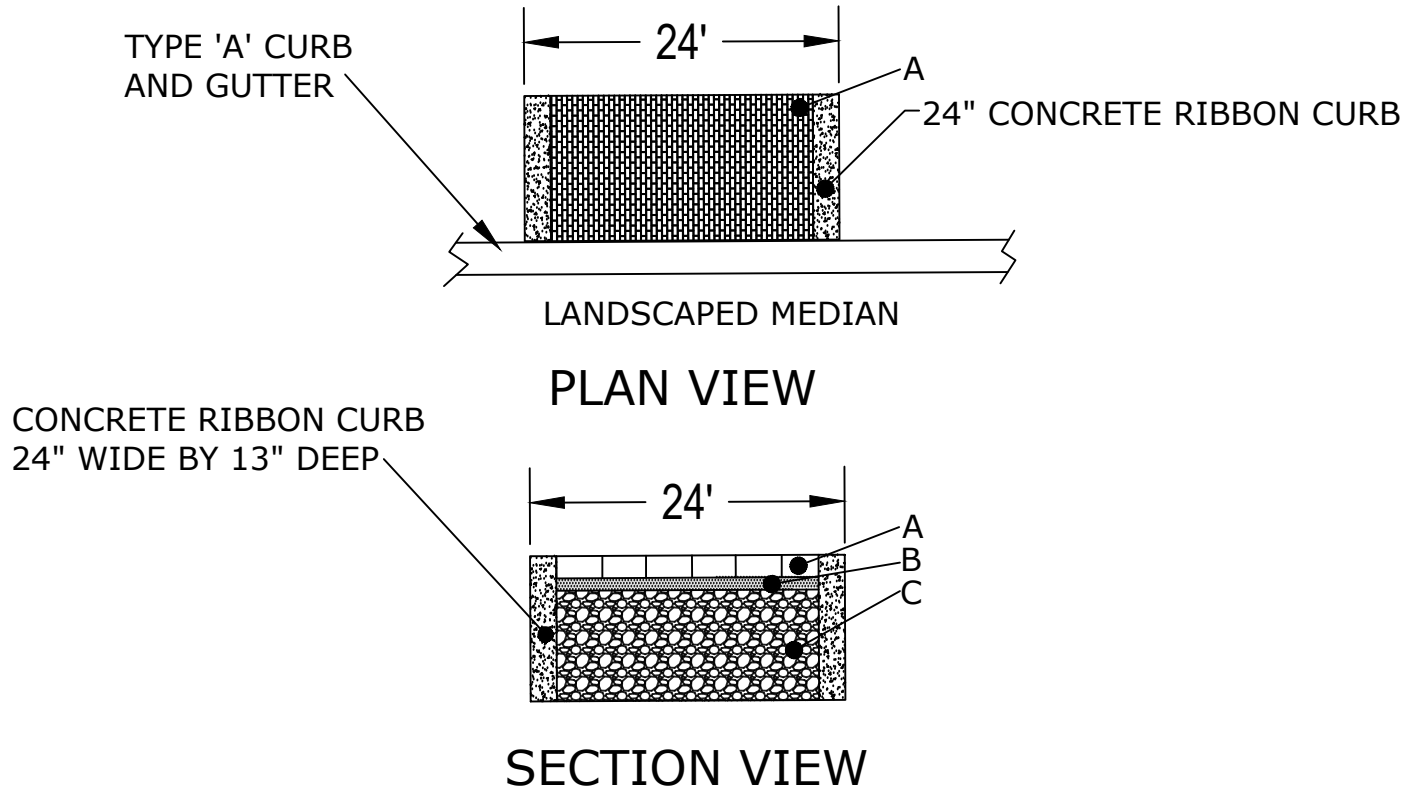
mwomack@occoee.org



DESIGNED BY MDW	ENGINEER OF RECORD MILEND. WOMACK, P.E. #94559	CITY OF OCOEE, FL PUBLIC WORKS DEPARTMENT 350 MACJURE ROAD OCOEE, FL 34761 PHONE: 407-203-1176 FAX: 407-203-1175	HACKNEY PRAIRIE ROAD IMPROVEMENTS	CITY OF OCOEE PUBLIC WORKS PROJECT	SHEET 1
DRAWN BY MDW					
CHECKED BY SK					
DATE CREATED SEPT 2025					

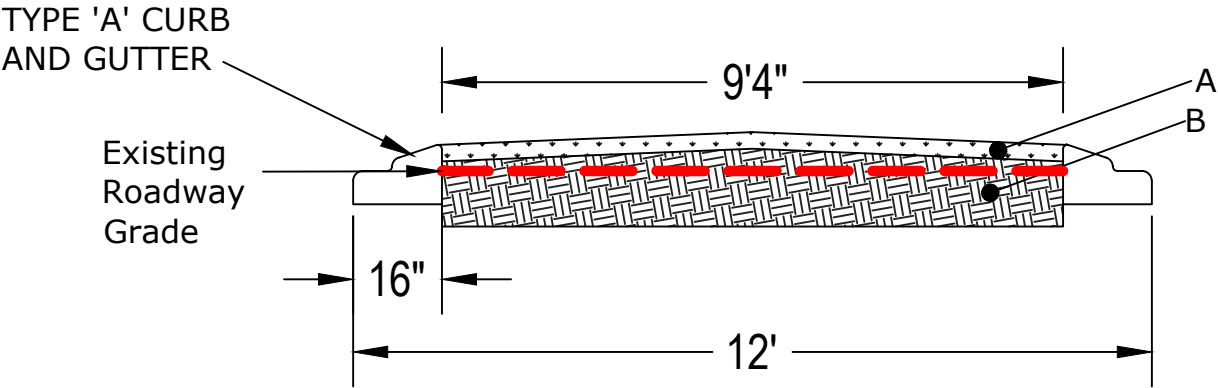
Summary of Pay Items			
Item Number	Description	Unit	Quantity
1.01	Mobilization (5% Max.)	LS	1
1.02	Temporary Traffic Control	LS	1
1.03	Demolition (Pavement)	LS	1
1.04	7-3/16" x 3-3/8" x 3-1/8" Holland Stone Pavers (Red)	SY	190
1.05	1" Bedding Sand	SY	190
1.06	8" Base Material - Crushed Concrete Fines	SY	190
1.07	Type 'A' Curb and Gutter	LF	1956
1.08	24" Concrete Ribbon Curb (3000 PSI)	LF	166
1.09	1.5" Asphalt Mill	SY	4565
1.10	1.5" SP-9.5 Asphalt Resurface	SY	4565
	Thermoplastic Striping and Pavement Markings (Inc. Temp. Striping)	LS	1
1.12	Adjust Sanitary Manhole	EA	2
1.13	Clean Fill (Landscaped Median Area)	CY	300
1.14	Bahia Sod (Landscaped Median Area)	SF	8010

- GENERAL CONSTRUCTION NOTES:
1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
 2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. ALL STRIPING SHALL BE THERMOPLASTIC.
 3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
 4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
 5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
 6. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.
 7. CONTRACTOR REQUIRED TO RAISE THE TWO SANITARY MANHOLE RING AND COVERS IN THE PROPOSED LANDSCAPED MEDIANS. ANY WORK ASSOCIATED WITH RAISING THE MANHOLE RING AND COVERS MUST BE IN THE PRESENCE OF A CITY OF OCOEE UTILITY INSPECTOR.
 8. REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS FOR SPECIFICATIONS.



SPEED CALMING DEVICE DETAIL

- A - 7-3/16" x 3-3/8" x 3-1/8" HOLLAND STONE PAVERS (SOLDIER COURSE)
- B - 1" BEDDING SAND
- C - 8" CRUSHED CONCRETE BASE



LANDSCAPED MEDIAN ISLAND DETAIL

- A - BAHIA SOD (~3")
- B - CLEAN FILL (1 Foot)

Note: Contractor to remove the existing 2" of asphalt and 8" of roadway base material (soil cement) within the landscaped median area. Replace with Bahia Sod and Clean Fill

STAFF REPORT

Meeting Date: November 18, 2025

Item #: 4

Contact Name: Kiel Gajadhar
Contact Number: Ext. 7002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of FY 2025-2026 Budgeted Vehicle and Equipment Purchases. (CIP Administrator Gajadhar)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and found the Florida Sheriff's Association contract provides the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. The following vehicles are incorporated into the approved budget for purchase through this contract:

- 2 - Kenworth T880 Dump Trucks @ \$242,3442 = \$484,688 (Stormwater - 1 Replacement, 1 New)
- 3 - Texas Trailer 83" x 16' Open Trailer @ \$32,880 (Streets - 2 Replacement, 1 New)
- 1 - Caterpillar 926 Wheel Loader @ \$236,532 (Stormwater - 1 New)

The approved budget also includes the following equipment items, priced through the Florida Sheriff's Association bid contract:

- 1 - K&K Systems Variable Message Board (VMB) @ \$14,691 (Streets - Replacement)

Public Works recommends approval to purchase the above vehicles and equipment based on published pricing for the 2025/2026 term contract from the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2025/2026 vehicle and equipment purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicles and equipment from the Florida Sheriff's Association contract, and authorize the City Manager and staff to approve changes to the vehicle and equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. DumpTruck
2. Trailers
3. WheelLoader
4. VMB

Financial Impacts: The vehicles and equipment are adequately funded in the FY2025/2026 Department budgets as follows:

Vehicles/Equipments	Job Number	GL Number
• 2 - Kenworth T880 Dump Trucks @ \$484,688 (Stormwater - 1 Replacement, 1 New)	A000579, A000583	312-538-20-6401
• 3 - Texas Trailer 83" x 16' Open Trailer @ \$32,880 (Streets - 2 Replacement, 1 New)	A000565, A000566, A000567	317-541-10-6401
• 1 - Caterpillar 926 Wheel Loader @ \$236,532 (Stormwater - 1 New)	A000584	312-538-20-6401
• 1 - K&K Systems Variable Message Board (VMB) @ \$14,691 (Streets - Replacement)	A000552	317-541-10-6400

Type of Item: Consent

October 13, 2025



Florida Kenworth LLC.

City of Ocoee
301 Mcquire Road
Ocoee, FL 34761
(407) 554-7312
Prepared For: John Allen

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Salesman Name

Florida Sheriffs Bid
FSA25-VEH23.0, Heavy Trucks and Buses
Cab and Chassis Trucks: 52,000 lbs. GVWR
Truck Item: 79, Kenworth, T880, T880

Code	Bid Specification – Options	Quantity	2
		Price	Extension
Base Specification	2026 Model Year Kenworth T880 Truck	132,984.00	265,968.00
Discount	Kenworth Retail Assistance	(9,000.00)	(18,000.00)
0130351	X15L-450V hp 1650 ft/lb	\$ 12,612.00	25,224.00
1840006	Battery disconnect switches 2	\$ 387.00	774.00
2016627	Allison 4500RDS 6 spd With PTO Provision	\$ 27,968.00	55,936.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, DBL Frame, Steering, Front Tires	\$ 18,525.00	37,050.00
3808131	Steerable Lift Axle: 13,200 lb (Req 66K GVW Pkg)	\$ 13,952.00	27,904.00
5245263	Front / Rear Aluminum Wheels (10)	\$ 3,361.00	6,722.00
8850823	Hood mounted mirror (\$235 X 2)	\$ 470.00	940.00
8890135	Exterior stainless steel sunvisor	\$ 900.00	1,800.00
AWLED	(6) Total Strokes, (2) Grill, (2) Front Fenders & (2) Rear	\$ 2,469.00	4,938.00
9490206 / 9490404	Cab Fire Extinguisher & Safety Triangles	\$ 207.00	414.00
BUC	Brigade Back Up Camera	\$ 2,509.00	5,018.00
CUSTOM	Warren Dump Body 17ft - Yardage 20/22	\$ 35,000.00	70,000.00
Reference	 FSA AWARDED CONTRACT flsheriffs.org 850-877-2165 cpp@flsheriffs.org		
Reference			
Note: <u>All Options</u>			
Reference			
		Total Price	\$ 242,344.00
			\$484,688.00

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 79, Kenworth, T880, T880

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Kenworth, LLC	\$137,984.00	Build	Options
	Alternate	Kenworth of Jacksonville	\$141,410.00	Build	Options
Central	Primary	Florida Kenworth, LLC	\$132,984.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$138,190.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$132,984.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$138,190.00	Build	Options



FLORIDA KENWORTH - ORLANDO (M490)
1800 NORTH ORANGE BLOSSOM TRAIL
ORLANDO, Florida 32854

FLORIDA SHERIFFS ASSOCIATION
PO BOX 1188
GAINESVILLE, Florida 32602
United States of America

Ryan Van Wolvelaere
Cell Phone:
Office Phone:
Email: ryan.vanwolvelaere@csctruck.com

CRAIG CHOWN
Email: cchown@flsheriffs.org

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	40000
Description 1:	FSA25VEH23 52K TRUCK	G.C.W. (lbs):	52000
Description 2:	2025 FSA		
Application		Road Conditions:	
Intended Serv.:	Local Pickup & Delivery: Vehicles which	Class A (Highway)	81
Commodity:	Other Building Materials	Class B (Hwy/Mtn)	19
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Flatbed	Wheelbase (in):	188
Length (ft):	14	Overhang (in):	60
Height (ft):	13	Fr Axle to BOC (in):	68
Max Laden Weight (lbs):	4000		
		Cab to Axle (in):	120
Trailer		Cab to EOF (in):	180
No. of Trailer Axles:	0	Overall Comb. Length (in):	296.5
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by:

Date:

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/Opt	Description	Weight
Model			
0000810	S	T880 Series Conventional	15,549
0070060	S	T880	0
0080101	O	CARB Low NOX Omnibus Registration Guidelines Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0
0080312	O	EPA Clean Idle Label - PACCAR MX Engines	0
0090000	S	Non-Sleeper w/ Rear Axle Capacity less than 59K.	0
0098409	O	State of Registry: Florida	0

Engine & Equipment

0701111	O	PACCAR MX-11 355 355@1600 1250@900, 2024	-262
		With Engine Brake	
		N09020 AE001 NO....ENBL MX RETARDER IN NEUTRAL	
		N08200 AE002 650...IDLE TARGET	
		N09100 AA003 70....CC MAX TARGET SPD	
		N09110 AA004 10....CC MIN ENABLE SPD	
		N09120 AA005 OFF...DYNAMIC CC ENABLE	
		N09440 AA061 2000..CAB:MAX ENG SPD-ACCEL CNTRL	
		N09430 AA062 2000..CAB: MAX ENG SPD - SW CNTRL	
		N09420 AA063 6.....CAB: MAX VEH SPD	
		N09510 AA065 800...CAB: DEDICATED PRESET "-"	
		N09520 AA066 900...CAB: DEDICATED PRESET "+"	
		N09780 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC	
		N09640 AA050 0.....CAB: CUSTOM PRESET 1	
		N09790 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC	
		N09650 AA052 0.....CAB: CUSTOM PRESET 2	
		N09800 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC	
		N09660 AA054 0.....CAB: CUSTOM PRESET 3	
		N09500 AA060 OFF...CAB: PRESET +/- SW TYPE	
		N09630 AA067 TRQ...CAB:ACCEL PEDAL TYPE IN PTO	
		N09400 AA068 YES...CAB:ACCEL ACTV IN CAB PTO	
		N09470 AA055 ON A..CAB: CLUTCH INTLK	
		N09840 AA056 OFF...CAB: CUSTOMER INTLK	
		N09480 AA057 ON A..CAB: NEUTRAL INTLK	
		N09460 AA058 ON A..CAB: PARK BRK INTLK	
		N09490 AA059 ON A..CAB:SER BRK INTLK:NO PTO	
		N09540 AA074 2000..REM:MAX ENG SPD-ACCEL CNTRL	
		N09530 AA075 2000..REM:MAX ENGSPD-SW/TSC1 CTRL	
		N09610 AA077 800...REM: DEDICATED PRESET "-"	
		N09620 AA078 900...REM: DEDICATED PRESET "+"	
		N09810 AA043 CNCL..CAB/REM:CUSTOM PRESET1 FUNC	
		N09670 AA044 750...CAB/REM: CUSTOM PRESET 1	
		N09820 AA045 CNCL..CAB/REM:CUSTOM PRESET2 FUNC	
		N09680 AA046 850...CAB/REM:CUSTOM PRESET 2	
		N09830 AA047 CNCL..CAB/REM:CUSTOM PRESET3 FUNC	

Price Level: January 1, 2025

100% Complete

Date: July 10, 2025

Deal: FSA25VEH23 52K TRUCK

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Sales Code	Std/Opt	Description	Weight
		N09690 AA048 950...CAB/REM: CUSTOM PRESET 3 N09600 AA079 OFF...REM: PRESET +/- SW TYPE N09410 AA069 YES...PTO REM PEDAL ENABLE N09560 AA070 ON AD.REM: CLUTCH INTLK N09700 AA071 OFF...REM: CUSTOMER INTLK N09570 AA072 ON AD.REM: NEUTRAL INTLK N09580 AA073 ON AD.REM:SER BRK INTLK:NO PTO N09550 AA076 650...REM: MIN ENG SPD N09450 AA064 650...CAB: MIN ENG SPD N09760 AA009 5.....DRIVER REWARD VEH SPD BONUS N09770 AA010 -5.....DRIVER REWARD VEH SPD PNLTY N09750 AA013 NONE..OFFSET MODE N09720 AA015 3.....MIN SPD FOR DR SHIFT AID N09730 AA016 1.....DSA LOWEST ACTV GEAR N09740 AA017 10.....DSA HIGHEST ACTV GEAR N09340 AA019 YES...EIST PARK BRK RESET ENABLE N09300 AA022 30....EIST LO CLNT TEMP OVERRIDE N09290 AA023 80....EIST HI AMBAIR TEMP OVRDRD N09280 AA024 39....EIST LO AMBAIR TEMP OVRDRD N09260 AA025 5.....EIST PTO MAX IDLE TIME N09230 AA026 5.....EIST PARKED MAX IDLE TIME N09220 AA027 5.....EIST STANDSTILL IDLE TIME N09240 AA029 YES...EIST RESET FROM ENG LOAD N09250 AA030 NO....EIST OVERRIDE FROM ENG LOAD N09200 AA031 0.....EIST EXPIRATION DISTANCE N09310 AA032 YES...EIST ACCEL PEDAL RESET N09330 AA033 YES...EIST SERVICE BRK RESET N09320 AA034 YES...EIST CLUTCH PEDAL RESET N09270 AA035 YES...EIST PTO OVERRIDE N08030 AA086 70....MAX ACCEL PEDAL VEH SPD N08000 AA087 0.....VSL EXPIRATION DISTANCE N08020 AA088 85....LRSL SPD LMT N09350 AA042 1900..FAST IDLE CNTRL MAX ENG SPD N09050 AA037 4.....DSL SPD OFFSET N09040 AA038 2.....AUTO RTRDR VEH SPD OFFSET N09030 AA039 0.....TIME DELAY FOR RTRDR ACT N09130 AA006 MT....MULTI TORQUE IN CC N09080 AQ001 4.....PCC Negative Offset N09090 AQ002 4.....PCC Positive Offset N09710 AA089 NO....REMOTE INPUTS IN CAB PTO N08200 AE002 650...IDLE TARGET	
1000046	O	EPA Emissions Warranty Engine	0
1000151	S	PremierSpec	0
1000204	O	Engine Monitoring Protection -Derate- PACCAR MX Engine Parameter.	0
1000242	O	Gearing Analysis: Fuel Economy fuel efficiency results.	0

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Sales Code	Std/ Opt	Description	Weight
1000256	O	Customer's Typical Operating Spd: 64 MPH	0
1000282	O	MX Retarder State Cruise Control On Manual Mode Selecting this code will program the engine controller to make manual mode available when cruise control is on, but not set, and the engine brake switch is on. Manual mode means the engine retarder activates whenever the throttle pedal is not depressed. 2013+	0
1000525		RegistrationYear Year of Registration: 2025	0
1000684		Effective VSL Setting NA	0
1000857	S	Engine Idle Shutdown Timer Enabled	0
1000891		Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1006003	S	Air Compressor: WABCO 25.9 CFM PACCAR MX 2017+ 440cc Air Compressor	0
1051200	S	Air Cleaner: Composite Firewall Mounted PACCAR or Cummins Engines	0
1105210	S	Fan hub: Horton 2-Speed for PACCAR MX	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0
1160208	O	Bug Screen: Between Hood & Grille	2
1247263	S	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-3
1321101	S	Fuel Filter: PACCAR Extended Service Interval On-Engine Fuel/Water Separator. 2021 and Later Emissions MX Engines only.	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0
1321305	S	Start Aid:12V Heat *For Fuel Filter	0
1812163	S	Alternator: PACCAR HDS 160 AMP Brushed	0
1821225	O	Batteries: 2 PACCAR GP31 Threaded Post (1000) 2000 CCA starting.	-59
1836102	S	PACCAR Premium 12V Starter with PACCAR MX Engines PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1840065	S	12V Low Voltage Disconnect for Battery Protection	0
1901017	S	Remote PTO/Throttle, 12-Pin, Engine Bay Remote Control Provision	0

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Deal: FSA25VEH23 52K TRUCK

Quote Number: QUO-1091539-S8D7H7

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Sales Code	Std/ Opt	Description	Weight
1903020	O	Decline Driver Performance Assistant (DPA)	0
Transmission & Clutch			
2058362	O	Transmission: Fuller FRO16210C 10-speed w/pump & external oil cooler. Standard with synthetic lubricant. Includes severe-duty pilot bearing on all class 8 models. *Torque Limit: 1650 pound-feet.	87
2250496	O	Clutch: Eaton 15-1/2 in. Advantage Self-Adjust to 1750 ft-lb, Ceramic, 4-Paddle, Predamper	0
2294080	O	Air-Assisted Hydraulic Clutch	0
2408401	O	Driveline: 2 Meritor RPL25; 1 Centerbearing	86
2460042	O	14" Eaton High Capacity Standard Cooler Oil to Water. For Transmission 1550-2250 LBFT, 18-speed AutoShift.	0
2493009	O	Aluminum Clutch Housing	0
Front Axle & Equipment			
2512044	O	Meritor MFS12E PLUS 12K 3.5in. drop standard track.	-177
2621310	O	Front Brakes: 14.6K Bendix ES S-Cam 16.5x5 in.	-62
2690029	O	Drum Brake Knuckle for Use on Meritor MFS Plus Steer Axle	20
2690031	O	Front Brake Drum: Tru Turn Lite 16.5X5, max rating 14.6K	56
2701300	O	Front Hub: Aluminum Hub Pilot 13,200 lbs. 10-Bolt, 11-1/4 in. bolt circle .	0
2741970	S	ConMet PreSet Plus Hub Package; Front Axle.	0
2750001	S	Hubcap: Front Vented.	0
2765001	O	Front Auto Slack Adjuster for Drum Brakes.	0
2863012	O	Front Springs: Taperleaf 12K W/ Shock Absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L.	-126
2893671	O	Single Power Steering Gear: 13.2K TRW THP60	-62
2899336	S	Power Steering Cooler: Radiator Mounted Air-to-Oil	0
Rear Axle & Equipment			
3122245	O	Dual Meritor MT40-14X3 Hypoid Rear Axle rated at 40K. Tandem rear axle.	-451
3200325	S	Rear Axle Ratio - 3.25.	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K;	-40

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Deal: FSA25VEH23 52K TRUCK

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Sales Code	Std/ Opt	Description	Weight
		Bendix ES-extended service S-cam.	
3392005	O	Dual Rear Brake Drums: Cast. For use with 16.5X7" or 16.5X8.625" brake.	208
3403460	O	Dual Rear Hubs: Iron Hub Pilot 52K; 11.25" Bolt circle. Requires "R" series outer ends.	104
3441972	S	ConMet PreSet Plus Hub Package; Dual Rear Axle.	0
3465002	O	Tandem Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0
3485207	O	Spring Brake: 3030 Long Stroke Dual 30 Square inches travel. For drum brakes. Helps keep brakes in adjustment longer.	88
3495228	O	Bendix 4S/4M Anti-Lock Brake System W/ Air traction control (ATC).	2
3500058	S	Interaxle Driveline: 1 Meritor RPL20 Replacing I/A *Use W/ RPL(SD) 25 Main D/L	0
3736418	O	Rear suspension: Tandem Reyco 102 40K. 4-spring multileaf & 52 in. axle spacing. Steel crossmembers & gussets. Unladen Height: 10.8 in. Laden Height: 9.2 in.	116
3830145	O	Delete Standard Heavy-Duty Air Springs for Rear suspension.	-28
Tires & Wheels			
4079058	O	Front tires: Bridgestone R268 Ecopia 11R22.5 14PR. 41.5 in. diameter, all position. F-side wall protector bar. 19.3 in. SLR. Smartway certified.	128
4277513	O	Rear tires: Bridgestone M760 Ecopia 11R22.5 14PR. 42.2 in. diameter, drive. 19.6 in. SLR. Smartway certified. Code is priced per pair of tires.	64
4900008	O	Rear Tire Quantity: 8	0
5042272	O	Front Wheel: Accuride 51408 22.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes. Air disc brake compatible.	0
5242376	O	Rear Wheel: Accuride 51408 22.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	0
5853906	O	Powder Coat White Steel Wheel. Use in Conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6054200	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 284 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the	78

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Sales Code	Std/ Opt	Description	Weight
		requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	
6302460	O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	44
6319485	S	48.5 in. Bumper Setting. Requires a Bumper Code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6391201	O	Custom Frame Layout: One Chassis CFL F/T: Custom	0
6405102	O	Short Length Steel Parallel Battery Box Module under cab, aluminum integral step, diamond plate cover. Up to 2 air tanks may mount to bottom of box. Batteries will be oriented perpendicular on rail.	53
6409901	S	Battery Box Location: LH Side.	0
6451090	S	C5, T6, T8 Non-Polished DPF/SCR or CNG Cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6721102	S	Rear Mudflap Arms: Betts B-25 Standard-Duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear Mudflap Shields: White Plastic Antisail W/ Kenworth logo.	0
6742009	S	Square End-of-Frame W/O Crossmember; Non-Towing.	0
Fuel Tanks & Equip			
7214075	O	Fuel Tank: 75 US Gallon 24.5 in. Aluminum BOC replace. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck.	-11
7722153	S	Small Round DEF Tank, 14 Gallons. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889203	S	DEF to Fuel Fill Ratio 2:1 or Greater.	0
7889245	S	Anti-Siphon Device in Fuel Tank Filler Neck. For any number of fuel tanks.	0
7889604	S	DEF Tank Location is LH.	0
7940075	O	Location: 75 gal fuel tank LH behind cab	0
Cab & Equipment			
8025301	S	Cab: Stamped Aluminum Cab with Panoramic Curved	0

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Sales Code	Std/ Opt	Description	Weight
		glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	
8090605	S	Hood: T880 Set-Back Short Length. 116.7 inch BBC W/ Std Bumper.	0
8108011	S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8190138	O	Shutoff Valves to Isolate Primary Heater Remote mounted on frame under cab.	0
8201047	S	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0
8201051	O	Column Mtd Retarder Control, RH Side Use with Manual & Allison Transmissions Only.	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0
8208495	O	Two Spare Switches: Wired to Power.	0
8222404	S	Gauge: DD Virtual Gauge - Oil Temp Engine	0
8222413	S	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
8222414	S	Gauge: DD Virtual Gauge - Engine Percent Torque	0
8282027	S	Main Instrument Package: 15" Digital Display. Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0
8300008	S	Interior Color: Slate Gray	0
8330102	S	Interior Package: Vantage Daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0
8390634	S	Rubber Floormat	0
8410197	O	Driver Seat: GT701 HB with DuraCloth material.	0

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Sales Code	Std/ Opt	Description	Weight
		The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	
8480102	O	Rider Seat: GT100 Toolbox HB with DuraCloth Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	0
8490187	O	Seat Color: Gray	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8698974	S	Base Level Audio System - Daycab:High Performance Door Speakers.	0
8700197	S	Turn Signal: Non-Self Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0
8700601	S	Global Telematics Unit	0
8800260	O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust.	2
8800372	O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0
8841411	S	Single Air Horn Under Cab.	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8865002	S	Aero Mirror: Dual Kenworth Aerodynamic Motorized heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0
8871446	S	Rear Cab Stationary Window 19in x 36in	0
8890038	O	3.5in x 11.5in Plastic Records Holder:Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	0
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0
8890359	O	Delete Wheelwell Fender Extension	-4
8890876	S	Kenworth Cab/Sleeper Air Suspension.	0

Lights & Instruments

Sales Code	Std/ Opt	Description	Weight
9010553	S	Headlamps: SAE Dual Halogen Complex Reflector	0
9022137	S	Marker Lights: Five Rectangular LED.	0
9030016	S	Turn Signal Lights: Flush Mounted LED. Mounted at top of fender wheel arc.	0
9030052	S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0
9090000	O	Daytime Running Lamps.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090049	S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	0
Air Equipment			
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0
Extended Warranty			
9200006	O	Base Warranty - PACCAR MX-11 & MX-13 Engine 24 months / 250,000 miles / 400,000 km / 6250 hours.	0
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
9212642	O	TruckTech+ RD/OTA - 5YR Sub PACCAR MX Engines	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490206	O	Warning Triangle Reflector Kit: Shipped Loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490404	O	One 5 lb. Dry Chemical Type Fire Extinguisher mounted outboard of driver seat. Class ABC.	11
9491652	S	EMUX Architecture	0
Promotions			

Sales Code	Std/ Opt	Description	Weight
9511124	O	Model Year 2025 Engine	0
Paint			
9700000	O	Paint Color Number(s).	0
		N9702 A - L0006 WHITE	
		N9770 BUMPER N0001 BLACK	
		N9720 FRAME N0001 BLACK	
9943014	O	Steel Bumper Painted Frame Color	0
9943048	O	Day Cab Bulk Paint	0
9943050	O	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight (lbs) 15,439

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change

Price Level: January 1, 2025
Deal: FSA25VEH23 52K TRUCK
Printed On: 8/26/2025 12:07:40 PM

100% Complete

Date: July 10, 2025
Quote Number: QUO-1091539-S8D7H7

without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Code	Option	FSA PRICE	Discount or Markup
ENGINES UPGRADES & OPTIONS			
0701209	Paccar MX13 455HP 1650 lb/ft	\$819	-13.0%
0701205	Paccar MX13 485HP 1650 lb/ft	\$1,669	-13.0%
0701206	Paccar MX-510hp 1850 ft/lb (Must Upgrade Trans)	\$4,704	-13.0%
0130349	X15L-450V hp 1650 ft/lb (Must Upgrade Trans, Fan, Compressor)	\$9,910	-13.0%
0130351	X15L-470V hp 1750 ft/lb (Must Upgrade Trans, Fan, Compressor)	\$12,612	-13.0%
0130357	X15L-500V hp 1850 ft/lb (Must Upgrade Trans, Fan, Compressor)	\$14,123	-13.0%
1123556	Cooling Module: 1330 sq.in. Clog Resistant Radiator	\$1,094	-13.0%
1247019	Exhaust: Single Horizontal CNG Catalyst	\$21,849	-13.0%
1811276	Alternator: Leece Neville 270amp alternator	\$1,349	-5.0%
1812451	Alternator: Delco 40SI 320 amp Brushless	\$1,416	
1821275	Batteries: 3 AGM 2775 CCA	\$291	-3.0%
6405000	In-cab steel battery box: under rider seat, includes AGM batteries (3)	\$2,307	-3.0%
1840006	Battery disconnect switches 2	\$387	-3.0%
TRANSMISSION OPTIONS			
2058372	Trans: RT0-16908LL 10 speed	\$1,181	-13.0%
2058446	Trans: RTL0-16913A	\$3,304	-13.0%
2058601	PACCAR 12 spd 14F112C w/trac cont	\$4,266	-13.0%
2058610	PACCAR 18 spd TX-18PRO - PXDP-16F118D	\$15,088	-13.0%
2011613	Allison 3000RDS 6 spd With PTO Provision	\$11,262	-13.0%
2011631	Allison 3500RDS 6 spd With PTO Provision	\$11,747	-13.0%
2016612	Allison 4000RDS	\$26,989	-13.0%
2016627	Allison 4500RDS 6 spd With PTO Provision	\$27,968	-13.0%
Telma	Telma Retarder	\$13,988	-7.0%
GVW UPGRADE PACKAGES			
3142161/3749209	58,000 GVW Pkg: Includes 46K Rear Axle & Chalmers Suspension	\$9,894	-8.0%
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, DBL Frame, Steering, Front Tires	\$18,525	-8.0%
CNG PACKAGES & TANK OPTIONS			
T880 Model CNG Packages			
Does Not Include CNG Tanks			
CNG X12N400 4500RDSPKG	CNG - ISX12N 400hp 1450ft/lb With Allison 4500RDS	\$95,514	-8.0%
CNG X12N400 ENGPKG	CNG - ISX12N 400hp 1450ft/lb Engine, CNG Prep, CNG Exhaust	\$65,880	-8.0%
CNG L9N 3000RDSPKG	CNG - L9N 320hp With Allison 3000RDS	\$66,640	-8.0%
Page 1			

KENWORTH T880

52K GVW TRUCK

Pricing Discounts Range from 3% - 10% below MSRP



Code	Option	FSA PRICE	Discount or Markup
CNG Tank Packages			
	<i>Hexagon Agility</i>		
CNGTNKS 80DGE	CNG Tanks 80 DGE Back Of Cab	\$35,309	5.0%
CNGTNKS 90DGE	CNG Tanks 90 DGE Dual 45 Rail Mounted	\$38,733	5.0%
CNGTNKS 106DGE	CNG Tanks 106 DGE Back Of Cab	\$43,680	5.0%
CNGTNKS 120DGE	CNG Tanks 120 DGE Dual 60 Rail Mounted	\$50,470	5.0%
FRONTFILL	Front Bumper Fill (either side of bumper)	\$1,948	5.0%
8229005	Methane Detection System For Natural Gas	\$1,633	-5.0%
FRAME / CHASSIS / SUSPENSION OPTIONS			
6141200 / 6056600	Double Frame: steel insert inc 10 3/4" steel Main frame upgrade	\$2,866	-5.0%
7216090/7214090/7722154	Dual 90 gal alum fuel tanks w/23.8 gal DEF Tank	\$2,716	-5.0%
T880 FACTORY 6X6			
2588020 / 2328245	T880 6X6 Option Includes FABCO 2 spd Transfer Case TC-142 / Marmon Front Axle (MT22)	\$122,430	-8.0%
Landfill Shuttle Upfit PKG	Landfill Shuttle Pkg - Custom Cat Walk, Wet Kit, Fifth Wheel	\$85,330	-8.0%
14.6K FA PKG	Front Axle: 14,600 lb incl Brakes/ Springs / Steering / Tires	\$2,647	-5.0%
20K FA PKG	Front Axle: 20,000 lb incl Brakes/ Springs / Steering / Tires	\$7,745	-5.0%
46K RA PKG	Rear Axle: 46,000 lb Includes 46K Brakes & Drums & 16Ply Tires	\$3,631	-5.0%
3511420	Driver Controlled Wheel Locks: (2) axles	\$2,562	-5.0%
40K AR	Rear Suspension: 40,000 lb air ride w/ dual level valve	\$1,477	-5.0%
46K NW AR	Rear Susp: 46k Air Ride Neway w/ dual level valve	\$7,425	-5.0%
46K KW AG	Kenworth Airglide 460 46K 54 in. axle spacing w/ dual level valve	\$3,436	-5.0%
3749201 / 3832026	Rear Susp: 46k Chalmers w/shocks	\$6,547	-5.0%
3808131	Steerable Lift Axle: 13,200 lb (Req 66K GVW Pkg)	\$13,952	-7.0%
3808025	Non-Steerable Lift Axle: Pshr 20k (Req 66K GVW Pkg)	\$14,976	-7.0%
3808802	Steerable Lift Axle: 20,000 lb (Req 66K GVW Pkg)	\$17,943	-8.0%
TIRE / WHEEL OPTIONS			
4238678/ 5242367	Rear Tires: 315R / 22.5 Tires & Steel Wheels	\$3,877	-5.0%
4238810/ 5242367	Rear Tires: 12R-22.5 Tires & Steel Wheels	\$3,862	-5.0%
5245263	Front / Rear Aluminum Wheels (10)	\$3,361	-5.0%
CAB / SAFETY OPTIONS			
8850823	Hood mounted mirror each	\$235	-3.0%
8480066	2 passenger bench seat	\$849	-3.0%
8460196	I/B w/ Dura-cloth material - Air Ride Passenger Seat	\$342	-3.0%
8890135	Exterior stainless steel sunvisor	\$900	-3.0%
8412810 / 8489912	NFPA Compliance Compliance Seats, Seat occupancy sensors & VDR Harness	\$1,080	-3.0%

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FSA25-VEH23.0
KENWORTH T880
52K GVW TRUCK

Pricing Discounts Range from 3% - 10% below MSRP

Code	Option	FSA PRICE	Discount or Markup
CAB / SAFETY OPTIONS (CONTINUED)			
BUC	Back up Camera - Wireless	\$2,506	0.0%
Brigade BUC	Brigade Back Up Camera System	\$2,059	0.0%
Brigade 360	Brigade Back Up Camera System with 360 System	\$9,095	5.0%
Brigade BackSense	Brigade Back Up Camera System with BackSense Radar	\$2,783	5.0%
TPMS	Dealer Installed TPMS System (includes 10 tire sensors)	\$1,688	0.0%
9080141	Amber Beacon Lamp: Dual strobe, 12V centered over cab	\$923	-8.0%
AWLED	(6) Total Strobes, (2) Grill, (2) Front Fenders & (2) Rear	\$2,469	29.3%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes (Per Pair)	\$756	0.0%
AutoLube	Auto Lube For Refuse Bodies - REL Pricing	\$8,351	5.0%
DAFO	Fire Suppression System	\$9,222	5.0%
9490206 / 9490404	Cab Fire Extinguisher & Safety Triangles	\$207	-3.0%
DUMP BODIES (Body quotes Valid for 90 days)			
11yd dmp	7/11yd Basic Dump body w/hotshift & Tarp System 14ft - OX Maverick	\$23,725	5.3%
15yd dmp	15/18yd Basic Dump body w/hotshift & Tarp System 16ft - OX Maverick	\$24,833	5.3%
14ft Dump Body AR450	16' Dump Body with PTO for Allison - OX Stampede	\$30,429	5.3%
16ft Dump Body AR450	16' Dump Body with PTO for Allison - OX Stampede	\$33,130	5.3%
TOOLBOX48	Under body tool boxes - 18x18x48 steel	\$1,216	5.0%
TOOLBOX24	Under body tool boxes - 18x18x24 steel	\$1,084	5.0%
PINTLE 40T	40ton Pintle Hitch Includes Factory Gladhands & Seven-way Trailer Plug	\$4,759	5.0%
9110020	Full truck kit: Gladhands & Seven-way Trailer Plug	\$817	-5.0%
FLAT BEDS / TANKER TRUCKS / FUEL BODIES (Body quotes Valid for 90 days)			
16FLAT	16' Flat Bed Body Bulkhead, Powder Coated w/Removeable Sides - Reading	\$8,857	5.0%
18FLAT	18' Flat Bed Body Bulkhead, Powder Coated w/Removeable Sides - Reading	\$9,941	5.0%
22FLAT	22' Flat Bed Body Bulkhead, Powder Coated w/Removeable Sides - Reading	\$11,273	5.0%
24FLAT	24' Flat Bed Body Bulkhead, Powder Coated w/Removeable Sides - Reading	\$12,474	5.0%
CUSTOM	Custom Designed Bodies Available at Cost + 5% Including Fees		
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FSA25-VEH23.0
KENWORTH T880
52K GVW TRUCK

Pricing Discounts Range from 3% - 10% below MSRP

Code	Option	FSA PRICE	Discount or Markup
GRAPPLE LOADERS & BODIES (Body quotes Valid for 90 days)			
Atlas Grapple	Petersen AL2 Atlas Grapple w/ 40yd dump (Base Unit Upgrade Options Avail)	\$150,160	5.0%
CUSTOM	Custom Designed Bodies Available at Cost + 5% Including Fees		
REFUSE BODIES (Body quotes Valid for 90 days)			
HEIL DP5000 REL	Heil DP5000 25yd REL (Base)	\$141,123	5.0%
HEIL Recycler REL	Heil 60/40 Split Recycler Rear Loader 25yd (Base)	\$268,605	5.0%
HEIL FEL Half Pack	Heil Half Pack 28yd Front Loader (Base)	\$196,431	5.0%
HEIL DP Python ASL	Heil DP Python 28yd Automated Side Loader (Base)	\$202,511	5.0%
Bayne CT	Bayne Cart Tipper each	\$7,931	5.0%
EZ APOLLO 25 REL	E-Z Pack Apollo 25yd Rear Loader (Base)	\$123,391	5.0%
EZ G400 31 REL	E-Z Pack Goliath G400 31yd Rear Loader (Base)	\$152,799	5.0%
EZ Ranger 31 ASL	E-Z Pack Ranger 31yd Automated Side Loader (Base)	\$195,368	5.0%
EZ Hercules 40 FEL	E-Z Pack Hercules 40 yd Front Loader (Base)	\$202,160	5.0%
NEUWAY REL 20	NewWay Cobra 20yd REL (Base)	\$91,484	5.0%
NEUWAY KC REL 25	NewWay King Cobra 25RL REL (Base)	\$118,966	5.0%
Loadmaster Excel-S	Excel-S 25yd High Compaction Rear End Loader	\$103,199	5.0%
Loadmaster Legacy3	Legacy3 20yd Mid-Compaction Rear End Loader	\$89,679	5.0%
Loadmaster Enviromaster DT	Enviromaster DT 25yd 60/40 Split Rear End Loader (Base)	\$173,372	5.0%
Loadmaster Eclipse ASL	Eclipse 31yd Automated Side Loader (Base)	\$188,821	5.0%
EPG Mini-Max	Labrie Mini-Max Helping Hand 14yd Automated Side Loader (Base)	\$193,523	5.0%
EPG ASL	Labrie Right-Hand Automizer 37yd Automated Side Loader (Base)	\$216,788	5.0%
EPG Alpha-III	Leach Alpha-III 20yd Rear End Loader (Base)	\$132,188	5.0%
EPG 2R3-III	Leach 2R3-III 25yd Rear End Loader (Base)	\$139,590	5.0%
McNeilus HD 3.5 REL	McNeilus HD 3.5 Hopper 25yd Rear Loader (Base)	\$124,047	5.0%
McNeilus Atlantic FEL	McNeilus Atlantic 40yd Front Loader (Base)	\$170,240	5.0%
McNeilus Zero ASL	McNeilus Zero Radius 31yd Automated Side Loader (Base)	\$185,650	5.0%
CUSTOM	Custom Designed Bodies Available at Cost + 5% Including Fees		
Roll Off Hoist (Body quotes Valid for 90 days)			
GALBREATH AFOR174	Roll Off: Galbreath AF-OR-174 60k w/ tarp	\$84,494	5.0%
GALBREATH U5OR174	Change to U5-OR-174 60k w/tarp, no factory pusher axle available	\$77,938	5.0%
Stellar Shuttle 65	Stellar Shuttle 65k Hook Lift Inc w/Tarper System	\$94,809	5.0%
EPG Galfab 60k	Galfab 60k Roll Off Hoist w/Tarper System	\$71,910	5.0%
Extended Warranty Options			
KENWORTH BASE VEHICLE EXTENDED WARRANTY			
9201828	Kenworth Basic Vehicle 5 Year 100K Miles	\$2,841	0.0%
9201830	Kenworth Basic Vehicle 5 Year 300K Miles	\$6,307	0.0%
9201973	Kenworth Towing for Warrantable Failures 5YR UNL	\$2,307	0.0%
CNG ENGINE EXTENDED WARRANTY			
425111	Warranty: ISX12N 5yr/200k PP1	\$3,174	0.0%
DIESEL ENGINE EXTENDED WARRANTY			
9204017 / 9204051	Cummins Protect Plan 1 X15 Productivty 5 Year/100,000 mi Inc Aftertreatment Warranty	\$2,856	0.0%
9204018 / 9204052	Cummins Protect Plan 1 X15 Productivty 5 Year/200,000 mi Inc Aftertreatment Warranty	\$3,325	0.0%

9204085 / 9204051	Cummins Protect Plan1 X15 Productivty Travel/Tow 5 Year/100K mi Inc Aftertreatment Wty	\$3,662	0.0%
9204086 / 9204052	Cummins Protect Plan1 X15 Productivty Travel/Tow 5 Year/200K mi Inc Aftertreatment Wty	\$4,131	0.0%
9204296 / 9204759	MX 11 Premium Engine 5yr/100K mile Includes Aftertreatment Warranty	\$2,577	0.0%
ALLISON5YR	Allison 5yr/unlimited-Refuse	\$2,060	0.0%
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KENWORTH T880

52K GVW TRUCK

Pricing Discounts Range from 3% - 10% below MSRP



Code	Option	FSA PRICE	Discount or Markup
DISCOUNTS / CHASSIS ONLY			
MULTI	Multiple Truck Purchase Discounts Available - Discuss With Dealer		
Discount %	Pricing Discounts Range from 3% - 10% below MSRP		
05UNP	Unpublished Bodies - Non Factory Options Available at Cost + 6% including fees		
Chassis Only	Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 30 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Florida Kenworth, LLC. assumes no responsibility for chassis and Upfit Compatibility.		
Economic Impact	Any unforeseen OEM Surcharges, Tariff Surcharges or other economic impact charges will be added to the base price of the truck with supporting documentation from the OEM if required.		
TAG - WARRANTY			
TEMP TAG	Temporary Tag	INCLUDED	
TRANSFER	Transfer tag	INCLUDED	
NEWTAG	New tag: state / city / county	INCLUDED	

T880





5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
10/27/2025	10387

Name / Address
City Of Ocoee

Item	Description	Qty	Amount	Total
7K UT/EQ CENT...	Quote from Florida Sheriff's Contract # FSA23-EQU21.0 Equipment Contract Specification #487 - Texas Trailer UT61670 - Base Trailer Delivered to the Central District	3	5,215.00	15,645.00
LM61610GV	83" X 16' Super Duty Tandem Axle Landscape/Utility Trailer With 24" Mesh Sides, 2 Brakes, Protected Wiring, Adj Coupler, Spring Gate, DOT Package, 9,990# GVWR *** 15" Sides and Front ***	3	2,150.00	6,450.00T
TTHDTA2	Commercial Package Tandem Axle 9,990# GVWR - Includes 7K Jack, 7" Dove Tail and 4' Heavy Duty Spring Loaded Tailgate	3	760.00	2,280.00
TTLS3	Landscape Box - Adds 2' x 2' x width of trailer (Installed Across Front or On Sides) *** Add 8" Risers to mount toolbox for mower clearance with 15" Sides ***	3	610.00	1,830.00T
TTLS1	3 place trimmer rack for lawn or utility trailers *** Both Mounted on Curb Side ***	6	430.00	2,580.00T
TTTD1	Tie Down D-Rings, Ea. *** (3) Flush Mount, On Each Side Evenly Spaced ***	18	90.00	1,620.00T
TTTB1	34" Aluminum Tongue Box *** MAKE BLACK***	3	425.00	1,275.00T
New Tag	New Florida Tag (Specify Type, County, City, Sheriff, etc.)	3	225.00	675.00
Non Dealer	Per. Section 3.15 of FSA Contract - The Following Manufacturer Installed Options Will Be Added To Increase Safety and Productivity Of The End User.		0.00	0.00T
Custom	Custom Option - Install Manual Boat Winch with 25' Strap *** Install Manual Winch on 1 of the 3 Trailers Only *** Offset To Road Side In Order To Work With Tongue Boxes***	1	525.00	525.00T
		Subtotal	\$32,880.00	
		Sales Tax (0.0%)	\$0.00	
		Total	\$32,880.00	



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Ocoee

10/30/2025

(1) NEW CATERPILLAR 926 WHEEL LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.1
Item #239: Group: LOADER: Wheel Loader - 3.0 CY YD
Contract Dates: October 1, 2023, through September 30, 2026

BASE MACHINE

BASE	Caterpillar 926 Per Sheriff's Contract Specifications	\$200,578
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MACHINE SPECIFICATIONS

593-8900	PREP PACK, UNITED STATES
579-7720	ENVIRONMENT, STANDARD
611-3020	WEATHER, STANDARD
593-8993	ENGINE
593-8910	STANDARD LIFT, PIN ON
333-6529	DIFFERENTIAL, OPEN REAR
593-8912	HYDRAULICS, 2V
536-5329	LINES, AUX 3RD, NONE
536-5339	JUMPER LINES, NONE
536-5281	HYDRAULICS, STANDARD, SL
590-8902	LIGHTS, STD HALOGEN
633-0624	LIGHTS, ROADING, HALOGEN, RH
578-1363	CAB, STANDARD
579-7735	CONDITIONER, AIR, R134A
579-7738	PUSH START, PASSCODE SECURITY
593-8961	SEAT, STANDARD, TILT ONLY
579-7761	CAMERA, REAR VIEW
423-7168	MIRROR, BASE

590-8870	RADIO, READY (SPEAKER/ANTENNA)
579-7716	STEERING WHEEL
593-8925	LEVER 2V, STEERING WHEEL
612-1012	WINDSHIELD ACCESS STEPS, NONE
573-8455	PRODUCT LINK, CELLULAR PL643
366-6896	TIRES, 20.5R25 MX XTLA * L2
593-8950	FENDERS, STANDARD
376-0502	CTWT, STD, 538LBS, 2PCS
619-8443	HYDRAULIC OIL, STANDARD
417-4923	BUCKET-GP, 3.0 YD3, PO, BOCE
421-8926	SERIALIZED TECHNICAL MEDIA KIT

SPECIFIED OPTIONS

593-8911	STANDARD LIFT, COUPLER READY	\$507
593-8913	HYDRAULICS, 3V	\$1,469
530-1623	LINES, AUX 3 RD , FUSION	\$282
445-4725	JUMPER LINES, AUX 3 RD , FUSION	\$535
590-8867	LIGHTS, AUX, HALOGEN	\$388
593-8962	SEAT, DELUXE, TILT AND TELE	\$986
416-2607	CTWT, AGGREGATE, 1200LBS, 3PCS	\$3,253
579-7697	RIDE CONTROL	\$2,976
600-3781	WARNING, BEACON, LED STROBE	\$271
536-5313	QUICK COUPLER, FUSION	\$3,882
538-3867	CARRIAGE, CON, FORK, 72" FUSION	\$7,966
349-8165	GUARD, POWERTRAIN, LOWER	\$1,294
425-1425	GUARD, POWERTRAIN, SIDE	\$507
349-8163	GUARD, CRANKCASE	\$888
349-7940	GUARD, DRIVESHAFT	\$574
TOTAL OF SPECIFIED OPTIONS		\$25,778

NON-SPECIFIED OPTIONS

366-6896	TIRES, 20.5R25 MX XTLA * L2	(\$13,601)
613-2830	TIRES, 20.5R25 MA MS301 * L3	\$6,940
590-8874	STANDARD RADIO (12V), DUAL USB	\$1,080
593-8916	JOYSTICK, 3V, STEERING WHEEL	\$316
578-1409	MIRRORS, HEAT, ELEC ADJUST	\$650
598-2802	WINDSHIELD ACCESS STEPS	\$855
596-5866	MIRRORS, INTERNAL 1X REAR VIEW	\$136
342-0215	VISOR, INTERNAL, REAR	\$187
417-4923	BUCKET, GP, 3.2YD3, PO	(\$7,203)
360-3321	BUCKET-GP, 2.7 YD3, FUS, BOCE	\$9,056
	SUB TOTAL	(\$1,584)
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	\$333
TOTAL OF NON-SPECIFIED OPTIONS		(\$1,251)

CAT WORK TOOLS

592-7178	RAKE, 84", FWTC, FUSION	\$23,056
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	<u>(\$2,767)</u>
TOTAL OF CAT WORK TOOLS		\$20,289

NON-CONTRACT OPTION

	12 MONTHS / UNLIMITED HOURS PREMIER	INCL
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	SUB TOTAL	\$245,394
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$8,862)</u>
TOTAL TRANSACTION PRICE		\$236,532

Best regards,

Scott Starkweather
Sales Representative
Ring Power Corporation



K & K Systems, Inc.
687 Palmetto Road
Tupelo MS 38801
United States
(662) 566-2025

Quote
#QUO6140
10/23/2025

Bill To

John Stewart
City of Ocoee, FL
Public Works
301 Maguire Road
Ocoee FL 34761
United States

Ship To

John Stewart
City of Ocoee, FL
Public Works
301 Maguire Road
Ocoee FL 34761
United States

TOTAL

\$14,691.00

Expires: 11/22/2025

Expires	Exp. Close	Contract No.	Sales Rep	Sales Rep Phone	Sales Rep Email
11/22/2025	10/23/2025	FSA23-EQU21.0	Wayne A Kasal	(662) 372-0164	wkasal@k-ksystems.com

Special Notes

FSA23-EQU21.0 (expires 9/30/2026), Item 323, ROADWAY ADVISORY BOARD: Mobile Message Board

Quantity	Item	Options	Rate	Amount
1	MB9757 Solar Powered, Portable Changeable Message Sign. Capable of three lines of alphanumeric 12" high text and graphics/animations, all LED display, self contained on-board computer, multiple alphanumeric fonts, powder coat paint system. Display is 97" x 57", with hydraulic style trailer. Supports 100 plus predefined messages (text and graphics) and supports user customizable messages. System comes standard with four (4) 100 amp 12-volt batteries (totaling 400 12V amps) batteries and 120 watts of solar.		\$13,903.00	\$13,903.00
1	DED-MC 1600 Deduct 1600 Controller, keyboard, and LCD screen.		\$(558.00)	\$(558.00)
1	CrossTalk-M-B Messenger - Bluetooth. NEMA TS-2 and FCC tested and approved. Requires OnBoard Tablet or Smartphone		\$1,346.00	\$1,346.00
1	EA-ATTCP5516 AT&T Smartphone		\$0.00	\$0.00
1	Shipping Out Shipping/Handling: INCLUDED IN CONTRACT		\$0.00	\$0.00

Subtotal \$14,691.00

Tax (0%) \$0.00

Total \$14,691.00

Average Lead Time 4 - 6 Weeks





Meeting Date: November 18, 2025

Item #: 5

Contact Name: Kiel Gajadhar, Stephen Krug
Contact Number: Ext. 7002, Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Change to Lease Agreement with Holiday Outdoor Decor for Pole-Mounted Holiday Decorations. (CIP Administrator Gajadhar)

Background Summary:

On November 5, 2024, the City Commission approved a 3-year lease agreement with Holiday Outdoor Decor for the City's pole-mounted holiday decorations in the amount of \$186,805, annually. The terms of the lease include verifying the decoration's functionality, installation, removal, and storage. Holiday Outdoor Decor has traditionally provided the City's holiday lights and banners on existing utility poles, whereas Duke Energy has provided electrical connections throughout the City.

With the Clarke Road widening project complete, electrical connections have been added to an additional 100 light poles on Clarke Road from Silver Star Road to Clarcona Ocoee Road to allow for pole-mounted holiday lighting. With prior City Commission authorization, the additional 100 decorations increased the lease agreement by \$98,750 with a total cost of \$285,555, which is adequately incorporated into the current 2025-2026 budget.

Public Works recommends approval of a change to the lease agreement with Holiday Outdoor Decor to include the additional 100 decorations on Clarke Road.

Issue:

Should the Honorable Mayor and City Commissioners approve a change to the lease agreement with Outdoor Holiday Decor, and issue a purchase order for the installation, removal, and storage of the City's selected holiday decorations, which are incorporated into the current 2025-2026 budget?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the lease agreement with Outdoor Holiday Decor. Staff also recommends issuing a purchase order in the amount of \$186,805 for the installation, removal, and storage of the City's selected holiday decorations, and authorizing the City Manager and staff to approve and execute change orders to the work in accordance with the limits established in the Purchasing Code.

Attachments:

1. New Combined Quote
2. Lease Agreement

Financial Impacts:

The cost of the pole-mounted holiday lighting is adequately funded in the 2024-2025 budget.

Type of Item: Consent



From Moments to Memories -
American Craftsmanship in Every Space

Remit to Holiday Outdoor Decor
PO Box 4365
Bethlehem, PA 18018

Created Date 11/10/2025

Quote Number 00021497

Bill To Name Stephanie Thomas
Bill To City of OCOEE
301 Maguire Road
Ocoee, Florida 34761
United States

Ship To Name Stephanie Thomas
Ship To City of OCOEE
301 Maguire Road
Ocoee, Florida 34761
United States

Subtotal \$285,555.00

Not including Sales Tax

*If Approved, **Sign here**
or reply to the email stating "Proposal Approved".*

***We will not be able to schedule your project before receiving
your down-payment - our schedule fills up fast, don't wait!***

Product Line Description	Line Item Description	Price	Quantity	Total Price
Asia Snowflake Pole Mount, Blue 4.9 x 1.9 includes Backbone (with 1 faceplate, 3 silver bands)	THESE ARE TO BE PLACED ON MAGUIRE ROAD - 2 PER POLE MOUNTS PER POLE ONE ON EITHER SIDE	\$327.50	52.00	\$17,030.00
Grand Mia Snowflake, Pole Mount, Blue & Cool White 6.5 x 6.5 includes Backbone (with 1 faceplate, 3 silver bands)	THESE ARE TO BE PLACED ON SILVER STAR ROAD, WURST RD, CLARK RD, AD MIMS RD, TAYLOR ST, FRANKLIN ST AND OCOEE APOPKA RD	\$987.50	162.00	\$159,975.00
Whimsical Z-Tree. Measures 5'x7'. With 52 C-9 Lamps. Weighs 35lbs. LED	INSTALL ON 22 NEW POLES ON BLUFORD AVE	\$200.00	38.00	\$7,600.00
Poinsettia With Stem 3.5 x 5.5 26 lbs. 59 C-7 Lamps----LED	INSTALL SMALL POLES MCKEY ST	\$200.00	6.00	\$1,200.00
Single Poinsettia Pole Mount. Measures 5'x5.5'. With 49 C-9 Lamps and Garland Accents. Weighs 23lbs. LED	INSTALL SMALL POLES MCKEY ST	\$200.00	5.00	\$1,000.00
Grand Mia Snowflake, Pole Mount, Blue & Cool White 6.5 x 6.5 includes Backbone (with 1 faceplate, 3 silver bands)	Additional 2025	\$987.50	100.00	\$98,750.00

Contract terms - Commencing August 15th to December 15th

OCOEE, CITY OF - 2025 LEASE

Terms and Conditions

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor,



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regardless of delivery location.

Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.

Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -

<https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf>

General Terms and Conditions - <https://holidayoutdoordecor.com/terms-conditions/>

MULTI-YEAR LEASE AGREEMENT

This represents an agreement between RILEIGHS OUTDOOR, LLC., doing business as Clarks Outdoor Decor and, also, as Christmas Designers Florida, and, also as Holiday Outdoor Decor (hereinafter referred to as "Lessor"), and the City of Ocoee, a Florida municipal corporation (hereinafter referred to as the "Lessee").

The accompanying Proposal (the "**Proposal**") and this Lease (the Proposal and the Lease collectively referred to as this "**Lease**" or "**Lease Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between this Lease and the Proposal, this Lease shall govern.

This Lease prevails over any of Lessee's general terms and conditions regardless of whether or when Lessee has submitted its request for proposal, order, or such terms. Provision of services to Lessee does not constitute acceptance of any of Lessee's terms and conditions and does not serve to modify or amend this Lease. It is understood that the Lessee Of Ocoee will issue purchase orders with Lessee terms and conditions on a yearly basis.

This Lease outlines the terms and conditions under which the Lessee shall lease outdoor decor products (hereinafter referred to as the "**Product**") from Lessor for a period of three (3) years, as specified in this agreement. The Lease also governs Terms and Conditions for the services provided by the Lessor necessary to fulfill the obligations outlined in the Proposal (hereinafter referred to as the "**Work**"). By signing this document, both parties acknowledge and agree to abide by the terms and conditions set forth herein.

1. LEASE TERM AND PRICE

The lease contract shall be effective for a period of three (3) years, commencing from 10/23/2024 to 10/23/2027.

The total lease contract price for the specified duration shall be \$560,415, with an annual lease price of \$186,805 payable each year.

1.1 Each one-year term shall automatically be renewable for the next succeeding one-year term with the condition that the LESSEE'S obligation to pay under this Lease for each year is contingent upon the LESSEE in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Lease. In the event LESSEE does not allocate funds for a lease year, the Lease will be terminable by written notice from Lessee to Lessor. The Lease shall continue in full force and effect from the date first written above or until terminated in accordance with this Lease.

1.2 The Lessee and Lessor agree that by signing this agreement, all material and work provided by Holiday Outdoor Decor shall conform to the specifications outlined in the attached Proposal and any alterations or deviations involving extra costs shall only be executed upon written orders executed by Lessor and Lessee and shall be considered an additional charge to this contract on terms acceptable to both parties. The Lessee acknowledges that the Lease is for the Product outlined in the accompanying Proposal. Any changes to the Product in the Proposal must be agreed to in writing by the Lessor and Lessee.

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2. OWNERSHIP OF PRODUCT

During the duration of the Lease and after the lease contract expires, Lessor shall retain ownership of all products used. The Lessee agrees to use the products with care and in accordance with standard practices and shall not cause any damage or misuse that may reduce their value or operability.

3. LESSEE OBLIGATION:

Lessee shall:

- a. cooperate with Lessor in all matters relating to the Work and provide such access to Lessee's premises, and such office accommodation and other facilities as may reasonably be requested by Lessor, for the purposes of performing the Work;
- b. respond promptly to any Lessor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Lessor to perform the Work in accordance with the requirements of this Lease;
- c. provide such Lessee materials or information as Lessor may reasonably request to carry out the Work in a timely manner and ensure that such Lessee materials or information are complete and accurate in all material respects; and
- d. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Work before the date on which the Work is to start.

4. LESSEE'S ACTS OF OMISSION

If Lessor's performance of its obligations under this Lease is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Lessor shall not be deemed in breach of its obligations under this Lease or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. CHANGE ORDERS

- a. If either party wishes to change the scope or performance of the Proposal, it shall submit details of the requested change to the other party in writing. Lessor shall, within a reasonable time after such request, provide a written estimate to Lessee of:
 - b. the likely time required to implement the change;
 - c. any necessary variations to the fees and other charges for the Products or Work arising from the change;
 - d. the likely effect of the change on the Proposal; and
 - e. any other impact the change might have on the performance of this Lease.
- f. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of

BB

such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

g. Notwithstanding Section 6(a) and Section 6(b), Lessor may, from time to time change the Product or Work without the consent of Lessee provided that such changes do not materially affect the nature or scope of the Lease, or the fees or any performance dates set forth in the Order Confirmation.

6. WARRANTIES AND DISCLAIMER

Lessor represents and warrants to Lessee that it shall perform the Work using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Lease. The Work shall be provided in accordance in all material respects with Lessee's specifications, and Lessor shall not be liable for tolerances and variations from specifications consistent with usages of the trade or for normal manufacturing defects. There are no express warranties other than the warranty set forth above. Any implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, are disclaimed.

7. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform or for delay in performance due to unforeseen causes beyond its reasonable control, and such causes are without the failure or negligence of the affected party. Such unforeseen causes include, but are not limited to, acts of God, fire, flood, epidemic, strike, work stoppage or other labor difficulty, acts of governmental authority, federal, state, or local laws, orders or regulations, embargo, war, terrorist act, riot, civil commotion and/or insurrection, or by any other event or circumstance of whatsoever kind or nature not within the control of the affected party which, by exercise of reasonable diligence such party is unable to prevent, whether or not similar or dissimilar to any of the foregoing class of events or circumstances ("Force Majeure Event"). For the avoidance of doubt, economic hardship of an affected party shall not be considered a Force Majeure Event.

8. TERMINATION

8.1. Early Termination by Lessor: The Lessor reserves the right to terminate this Lease Agreement with immediate effect in the event of the following circumstances:

a. Non-Payment: If the Lessee fails to make any rental payment within 30 days from the due date specified in this Lease Agreement.

b. Breach of Terms: If the Lessee violates any provision of this Lease Agreement, including but not limited to the permitted use of the equipment, maintenance responsibilities, or insurance requirements.

c. Deleted.

d. Misuse or Damage: If the equipment is being used improperly, abused, or damaged due to negligence, which may lead to a significant reduction in its value or operability.

e. Endangerment: If the equipment is being used in a manner that poses a risk to public safety or violates any laws or regulations.

8.2. Early Termination by Lessee: The Lessee may terminate this Lease Agreement before the expiration of the agreed-upon lease term under the following conditions:

a. Termination Notice: The Lessee shall provide a written termination notice to the Lessor at least 90 days in advance of each calendar renewal year.

b. Deleted.

c. Termination for Cause: The Lessee reserves the right to terminate this Lease Agreement for cause in the following circumstances:

i. Lessor's Breach: If the Lessor fails to fulfill its obligations as outlined in this Lease Agreement, and such breach remains unremedied for a period of 60 days after receiving written notice from the Lessee specifying the breach.

ii. Equipment Defects: If the equipment provided by the Lessor becomes defective or inoperable despite the Lessee's reasonable efforts to maintain it, and the Lessor fails to replace with same or similar equipment of equivalent value, or repair the equipment within a reasonable time.

8.3. Return of Equipment: Upon termination, the Lessee shall promptly return the equipment to the Lessor's designated location in good condition, ordinary wear and tear excepted.

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8.4. No Further Liability: The Lessee shall have no further liability or obligation under this Lease Agreement after the effective date of termination, except for any amounts owed to the Lessor up to the termination date.

8.5 Survival of Certain Provisions: The termination of this Lease Agreement shall not affect any rights or obligations that, by their nature, should survive termination, including but not limited to the provisions relating to indemnification, governing law, and jurisdiction.

9. MAINTENANCE, STORAGE AND REPAIR

During the lease term, the Lessor shall be responsible for the regular maintenance and care of the leased equipment. This includes but is not limited to out-of-season storage, cleaning, and any necessary servicing as recommended by the equipment's manufacturer.

10. PAYMENTS

A 30% deposit will be required before installation, 50% of payment will be invoiced after installation, final 20% payment due upon completion of tear down. Any product purchases will be invoiced when a Product is shipped from vendor(if being sent to the Lessee) or produced and put in inventory (if the Lessor will hold the purchased products), regardless of delivery location. Balances over 30 days will incur a 1.5% finance charge per month. Sales Tax and County Tax will be applied on Final Invoice unless a Tax-Exempt Certificate is provided beforehand.

11. INDEMNIFICATION

Indemnification by the Lessee: The Lessee agrees to indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the Lessee's use, possession, maintenance, or operation of the leased equipment during the lease term.

The Lessor agrees to indemnify, defend, and hold harmless the Lessee of Ocoee, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the Lessor's actions, performance, or failure to perform under this agreement, including but not limited to any defects in the leased equipment or services provided.

12. LIMITATION OF LIABILITY

In the event that Lessee has any claim against Lessor arising out of, or relating to, goods and/or services delivered by Lessor to Lessee, or the non-delivery of goods and/or services otherwise, Lessor' exclusive and sole

liability shall be limited, as Lessor's option, to either the replacement of the goods and/or services at the original point of delivery or the return of the sales price of the goods and/or services with respect to which the claim is made or any other remedy allowed by this Lease or at law including, without limitation, termination of this Agreement. Under no circumstances shall Lessor, its parent, subsidiaries and affiliates be liable for any incidental, indirect, special, punitive or consequential damages (including anticipated profits or revenues). **In no event shall Lessor's aggregate liability arising out of or related to this Lease, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amount paid or payable to Lessor pursuant to the applicable Proposal out of which the claim arose.**

The Lessor shall, at its own expense, obtain and maintain during the term of this agreement, insurance coverage that meets or exceeds the Lessee's standard insurance coverage amounts. This coverage shall include, but is not limited to, general liability insurance, automobile liability insurance, and workers' compensation insurance. The Lessee of Ocoee shall be named as an additional insured under the general liability policy. Lessor shall provide the Lessee with a certificate of insurance evidencing the required coverage before the commencement of any work or delivery of leased equipment under this Lease.

13. ASSIGNMENT

Lessee shall not assign any of its rights or delegate any of its obligations under this Lease without the prior written consent of Lessor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Lessee of any of its obligations under this Lease. In the event Lessor assigns this Lease, Lessee reserves the right to terminate this Lease in writing.

14. SEVERABILITY

If any term or provision of this Lease is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. AMMENDMENT AND MODIFICATION

This Lease may only be amended or modified in a writing which specifically states that it amends this Lease and is signed by an authorized representative of each party.

BB

RILEIGH'S OUTDOOR, LLC.

dba Clarks Outdoor Decor, dba Holiday Outdoor Décor, dba Christmas Designers Florida

Boris
Signature

CHIEF EXECUTIVE OFFICER
Title

10/31/2024
Date

Date

ATTEST:

Melanie Sibbitt
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson
Rusty Johnson, Mayor

DATE: 11/05/2024

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this 5th day of November, 2024

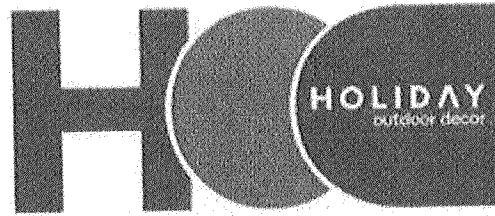
APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON November 5, 2024
UNDER AGENDA ITEM NO. 10

FISHBACK DOMINICK

BY: Richard S. Geller

Richard S. Geller, Esq., City Attorney

QUOTE



From Moments to Memories
American Craftsmanship in Every Space

Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 10/29/2024
Expiration Date 12/31/2024
Quote Number 00017404

Prepared By Shannon Magee
Email smagee@holidayoutdoordecor.com

Bill to Phone (407) 905-3170
Email sthomas@ci.ocoee.fl.us

Bill To Name Stephanie Thomas
Bill To City of OCOEE
301 Maguire Road
Ocoee, Florida 34761
United States

Ship To Name Stephanie Thomas
Ship To City of OCOEE
301 Maguire Road
Ocoee, Florida 34761
United States

Quote To United States

Ship To Phone 407-905-3170

HTH Referral ☐

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
LSE-PM-SLB-DSAS59-B	Asia Snowflake Pole Mount	Asia Snowflake Pole Mount, Blue 4.9 x 1.9 includes Backbone (with 1 faceplate, 3 silver bands)	THESE ARE TO BE PLACED ON MAGUIRE ROAD - 2 PER POLE MOUNTS PER POLE ONE ON EITHER SIDE	\$327.50	52.00	\$17,030.00
LSE-PM-SLB-DSGM78-CW	Grand Mia Snowflake	Grand Mia Snowflake, Pole Mount, Blue & Cool White 6.5 x 6.5 includes Backbone (with 1 faceplate, 3 silver bands)	THESE ARE TO BE PLACED ON SILVER STAR ROAD, WURST RD, CLARK RD, AD MIMS RD, TAYLOR ST, FRANKLIN ST AND OCOEE APOPKA RD	\$987.50	162.00	\$159,975.00
LSE-PM-SLB-ZT84	Z-Tree 4 1/2 x 7 3/4 lbs. LED P121	Whimsical Z-Tree. Measures 5'x7'. With 52 C-9 Lamps. Weighs 35lbs. LED	INSTALL ON 22 NEW POLES ON BLUFORD AVE	\$200.00	38.00	\$7,600.00
LSE-PM-SLB-PWS66	Poinsettia With Stem 3 1/2 x 5-1/2 26	Poinsettia With Stem 3.5 x 5.5 26 lbs. 59 C-7	INSTALL SMALL POLES	\$200.00	6.00	\$1,200.00

Account Terms DUE UPON RECEIPT

QUOTE ACCEPTANCE INFORMATION

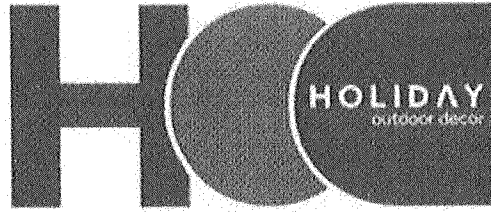
Signature: _____

Name: _____

Title: _____

- Contract Price is per year
- Annual Lease, Installation, Removal, and Storage
- We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- Custom Items are NOT returnable
- 4% Credit Card payments fee
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- Applicable Sales Tax will be added to Final Invoice

QUOTE



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American Craftsmanship in Every Space

	lbs. ---LED P232 LED	Lamps---LED	MCKEY ST			
LSE-PM-SLB-SPA66	Single Poinsettia 5 x 5 1/2 23 lbs. ---LED P230LED	Single Poinsettia Pole Mount. Measures 5'x5.5'. With 49 C-9 Lamps and Garland Accents. Weighs 23lbs. LED	INSTALL SMALL POLES MCKEY ST	\$200.00	5.00	\$1,000.00
			Subtotal	\$186,805.00		
			Total Price	\$186,805.00		
			Grand Total	\$186,805.00		

Lease Terms and Conditions

Holiday Outdoor Decor shall comply with the specifications above. All work shall be completed in a professional manner according to standard industry practices. Modifications to the above specifications may incur additional costs and will require an executed change order. Holiday Outdoor Decor shall not be responsible for any failure or delay caused by any reason beyond its control. Owner shall have sole responsibility to insure itself and its property against damages or injury. HOLIDAY OUTDOOR DECOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, NOR SHALL IT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES UNLESS DIRECTLY CAUSED BY HOLIDAY OUTDOOR DECOR NEGLIGENCE OR MISCONDUCT. IN NO EVENT WILL HOLIDAY OUTDOOR DECOR BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT WHICH EXCEEDS THE VALUE OF THIS PROPOSAL.

For our complete Terms and Conditions, please click [here](https://holidayoutdoordecor.com/terms-conditions/) or visit <https://holidayoutdoordecor.com/terms-conditions/>

Account Terms DUE UPON RECEIPT

- * Contract Price is per year
- * Annual Lease, Installation, Removal, and Storage
- * We do not do any electrical work, other than plugging into existing outlets. This also includes resetting GFCI breakers that pop due to moisture, rain or sprinklers
- * Custom Items are NOT returnable
- * 4% Credit Card payments fee
- * After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- * Applicable Sales Tax will be added to Final Invoice

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____



Meeting Date: November 18, 2025
Item #: 6

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director:
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for SFG Ocoee Owner, LP for the 429 Business Center Phase 2 East and West. (Development Engineer Keaton)

Background Summary:

The 429 Business Center Phase 2 East and West properties are located in Commission District 3, about 0.4 miles north of the intersection of Ocoee Apopka Road and West Silver Star Road. The developer has completed construction of the subdivision's infrastructure improvements and requested a Certificate of Completion. The infrastructure improvements include potable water, sanitary sewer, reclaimed water, utilities, new roadway (Corporate Park Road), stormwater collection system, ditch crossing, and associated landscaping. All identified punch list repairs have been completed, and the developer is ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer must furnish the City with a Surety Bond to cover any possible damage discovered during the next three (3) years. Should the developer choose not to make those repairs, SFG Ocoee Owner, LP has provided the City with a Warranty Bond in the amount of \$123,120.66, which is 10% of the constructed improvements cost. The attached Maintenance, Materials, and Workmanship Warrant Bond acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the three-year warranty period and the repair of any damages caused over those three years.

Issue:

Should the Honorable Mayor and City Commissioners accept the Surety bond provided by SFG Ocoee Owner, LP for the 429 Business Center Phase 2 East and West development warranty and execute the Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends that the Honorable Mayor and City Commissioners approve the acceptance of the Surety bond and the execution of the Maintenance, Materials, and Workmanship Agreement with SFG Ocoee Owner, LP for the 429 Business Center Phase 2 East and West development.

Attachments:

1. Maintenance Bond

Financial Impacts:

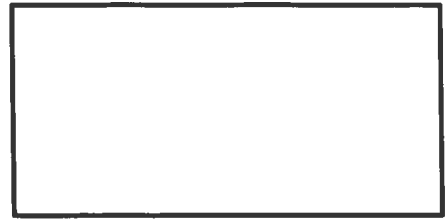
None

Type of Item: Consent



**MAINTENANCE, MATERIALS, AND WORKMANSHIP
WARRANT BOND**

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157



Bond Number: 014263759

Received Date – Office Use Only

KNOW ALL MEN BY THESE PRESENTS, that SFG Ocoee Owner, LP, of 3280 Peachtree Rd NE, Ste 2770
of Atlanta, GA 30305, hereinafter referred to as "Developer"
and The Ohio Casualty Insurance Company of 175 Berkeley St, of Boston, MA 02116 County,
Florida, hereinafter called "Surety", are held and firmly bound unto the City of Ocoee, Florida,
a municipal corporation in the State of Florida, as obligee, in the full and just sum of
One Hundred Twenty-Three Thousand
One Hundred Twenty and 66/100 (\$123,120.66) dollars, lawful money of the United States of America, to the
payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has developed and constructed a subdivision in the City of Ocoee, Florida, known
and identified as 429 Business Center and in connection
therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage
facilities (including retention and detention ponds), and/or other improvements under the provisions,
conditions, and requirements of the subdivision approval granted the ____ day of _____, 20 __, by the
Board of City Commissioners of the City of Ocoee, Florida.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Developer shall maintain all
improvements required as a condition of the subdivision approval, including but not limited to roads and
other structures, sewer and water systems, drainage facilities (including retention and detention ponds)
and other public utilities, in first class condition for a period of three (3) years from the date of
issuance of a Certificate of Completion, and if the Developer shall replace all paving or other structures
which within said three (3) year period shall be found not to comply with said subdivision approval, and
that if the Developer shall replace any other improvements, including but not limited to the sewer and
water systems, drainage facilities (including retention and detention ponds), and other public utilities,
the materials, workmanship, performance or structural integrity of which shall be found not to comply
with said subdivision approval for a three (3) year period following issuance of the Certificate of
Completion by the City and shall pay any and all costs or expenses incidental to the performance of any
work required to be performed hereunder, then this obligation shall be void; otherwise to be and remain
in full force and effect.

FURTHERMORE, if at any time during the three (3) year period following the issuance of the
Certificate of Completion the City notifies the Developer and Surety, in writing, of any deficiency or fault in
the materials, workmanship, performance or structural integrity of the required improvements, including
but not limited to roads and other structures, sewer and water systems, drainage facilities (including
retention and detention ponds) and other public utilities, then this bond shall continue in full force and
effect until such deficiency or fault is corrected.

SIGNED, SEALED, AND DATED THIS 6th DAY OF November, 20 25.

SFG Ocoee Owner, LP

The Ohio Casualty Insurance Company

DEVELOPER

SURETY Kelsy Hoagland, Attorney-in-Fact



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213934 - 014167

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Smith, Barbara Duncan, Beth Frymire, Brook T. Smith, Deborah S. Neichter, Jacob Motto, James T. Smith, Jason D. Cromwell, Jill Kemp, Kelsy Hoagland, Leigh McCarthy, Lynnette Long, Mark A. Guidry, Melissa Ray, Michael Ocasio, Michele D. Lacrosse, Natasha Richardson, Raymond M. Hundley, Raymond Meyer Hundley Jr, Ryan Britt, Suzanna Knight

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CITY OF OCOEE SIGNATURE PAGE
Maintenance, Materials, and Workmanship Warrant Bond

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD ON
_____, 20____
UNDER AGENDA ITEM NO. ____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney



Meeting Date: November 18, 2025
Item #: 7

Contact Name: Eileen Meruena
Contact Number: Ext. 1517

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Declaration of Surplus and Disposal of Assets from FY24/25 Annual Inventory. (Finance Director Weber)

Background Summary:

Each year the Finance Department conducts a citywide inventory of all assets. The attached report provides a departmental listing of items that have been physically discarded due to breakage, damage, loss, replacement, or because they were otherwise rendered unusable.

This listing does **not** include any items that were identified and sold during the City's FY 2025 annual surplus sale.

Commission approval is required to formally declare these items as surplus and authorize their removal from the City's asset records.

Issue:

Should the Honorable Mayor and City Commissioners approve the surplus and disposition of the assets identified as described above?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the surplus and disposition of the assets as outlined in the attached documentation.

Attachments:

1. List of Asset Surplus for Disposal

Financial Impacts:

The Water/Wastewater Fund will be the only fund balance affected, with an impact of (\$53,606).

Type of Item: Consent

FY24/25 INVENTORY DISPOSALS

M = means item has been lost, stolen, missing, or disposed because it was broken or obsolete

DEPARTMENT/FUNCTION	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
Building	EQP0403	MAGNETIC LOCATOR	171003	10/1/1999	745.00	-	MARKED AS "M"	APPROVED BY GINGER CORLESS 06.10.2025	NOT WORKING
Building	EQP0699	FUJITSU 6140A SCANNERS	603472	3/14/2013	1,501.67	-	MARKED AS "M"	APPROVED BY GINGER CORLESS 06.10.2025	NOT WORKING / IT SWAPPED
Facilities	VEH0323	2006 FORD F250 CARGO # 105	1FTNF20576ED27115	5/18/2006	19,775.00	-		APPROVED BY STEVE KRUG 08.22.2025	TRANSFER OWNERSHIP TO TOM WEST (EQUIPMENT/LAND SWAP)
Fire	EQP1347	6500 WATT PORTABLE GENERATOR		5/27/2016	1,113.30	-	MARKED AS "M"	APPROVED BY CHARLES VAN CAMP 07.08.2025	2025 SURPLUS; BROKEN NO LONGER OPERATIONAL REMOVED BY FLEET
Fire	MEQ0188	GENERATOR FOR ENGINE 25	1009399	1/14/2008	1,495.00	-	MARKED AS "M"	APPROVED BY CHARLES VAN CAMP 07.08.2025	TRUCK WAS PREVIOUSLY SURPLUSED - GENERATOR NO LONGER OPERATIONAL
Fire	MEQ0189	GENERATOR FOR ENGINE 39	1009324	1/14/2008	2,495.00	-	MARKED AS "M"	APPROVED BY CHARLES VAN CAMP 07.08.2025	TRUCK WAS PREVIOUSLY SURPLUSED - GENERATOR NO LONGER OPERATIONAL
Fire	MEQ0202	LP15 MONITOR/DEFIB, CPR,PACE MACHINE		4/23/2010	20,000.00	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	MEQ203	LP15 MONITOR/DEFIB, CPR,PACE MACHINE		4/23/2010	20,000.00	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	MEQ206	LIFE PAK-15 MONITOR/DEFIBRILLATOR		6/1/2010	32,390.00	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	MEQ204	DEFIB, CPR, PACE EDGE SYSTEM		4/23/2010	30,595.75	-		APPROVED BY TOM SMOTHERS 08.14.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	MEQ205	DEFIB, CPR, PACE EDGE SYSTEM		4/23/2010	30,595.75	-		APPROVED BY TOM SMOTHERS 08.14.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP0682	LIFEPAK 12 DEFIBRILLATOR MONOPHASIC 12-LEAD AED	12217400	5/21/2007	16,890.00	-		APPROVED BY TOM SMOTHERS 08.14.2025	SURPLUS IN 2024
Fire	EQP1423	LIFEPAK 15 V4	48214350	6/3/2019	28,644.36	-		APPROVED BY FIRE DEPT 08.25.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1424	LIFEPAK 15 V4	48214385	6/3/2019	28,644.36	-		APPROVED BY FIRE DEPT 08.25.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1268	LIFEPAK 15 V4	46468267	12/12/2017	33,832.84	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1269	LIFEPAK 15 V5	46468610	12/12/2017	33,832.84	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1265	Lifepack (Monitor, Defib)	45906076	7/10/2017	36,738.81	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1266	Lifepack (Monitor, Defib)	45931261	7/10/2017	36,738.81	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1674	LIFEPAK 15 CARDIAC MONITOR	4941982	8/26/2021	38,266.47	22,640.86		APPROVED BY TOM SMOTHERS 08.16.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	EQP1261	Ambulance Cot		9/30/2017	10,952.27	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	IMP0515	STRYKER POWER LOAD SYSTEM FOR AMBULANCE STRETCHERS		9/14/2015	9,745.36	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	MEQ0213	POWER PRO AMBULANCE COT		3/29/2011	11,040.82	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	MEQ0215	POWER PRO AMBULANCE COT		3/29/2011	11,040.82	-		APPROVED BY TOM SMOTHERS 08.05.2025	TURNED INTO STRYKER AS PART OF ALS 360 PROGRAM
Fire	OEQ0059	BRETFORD PROJECTION SCREEN		4/28/2004	1,228.00	-		APPROVED BY TOM SMOTHERS 08.14.2025	SURPLUSED IN 2024

FY24/25 INVENTORY DISPOSALS

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DEPARTMENT/FUNCTION	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
Fleet Maintenance	EQP0635	JOHN DEERE TS GATOR 4X2 UTILITY VEHICLE	W04X2SD008728	11/28/2005	5,427.27	-		APPROVED BY STEVE KRUG 07.22.2025	TRANSFER OWNERSHIP TO TOM WEST (EQUIPMENT/LAND SWAP)
Fleet Maintenance	EQP0655	GEMINI GR12L 12,000 LB 4 POST DRIVE ON VEHICLE LIFT		9/24/2006	3,750.00	-	MARKED AS "M"	APPROVED BY STEVE KRUG 07.22.2025	REPLACED BY NEW LIFT
Fleet Maintenance	EQP0656	GEMINI 85AJ 85000 LBS ROLLING AIR JACK		9/24/2006	1,499.00	-	MARKED AS "M"	APPROVED BY STEVE KRUG 07.22.2025	REPLACED BY NEW LIFT
Fleet Maintenance	EQP0725	ROLLING GEMIN AIR JACK		10/26/2007	1,699.00	-	MARKED AS "M"	APPROVED BY STEVE KRUG 07.22.2025	REPLACED BY NEW LIFT
Fleet Maintenance	MEQ0181	GEMINI 25000 LBS CAPACITY ROLLING AIR JACK		3/9/2007	5,900.00	-	MARKED AS "M"	APPROVED BY STEVE KRUG 07.22.2025	REPLACED BY NEW LIFT
General Government	CPU1141	DELL OPTIPLEX 3010	5XJPFX1	7/30/2013	734.88	-	MARKED AS "M"	APPROVED BY JOHN HASS 08.06.2025	COULD NOT BE LOCATED; MARKED AS MISSING
Information Services & Technology	CPU1218	DELL OPTIPLEX 9020	48PSBZ1	12/12/2013	920.06	-	MARKED AS "M"	APPROVED BY JOHN HAAS 08.06.2025	COULD NOT BE LOCATED
Parks	EQP0103	RAHN BALLFIELD GROOMER TRACTOR ATTACHMENT		9/29/2010	2,680.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP0389	TURFCO EDGE RITE RIGHT ANGLE BLADE	B00282	5/5/2000	1,080.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	SURPLUSED IN FY19/20
Parks	EQP0496	BLUE STAR 6000 (HN) ELECTRIC 40V GENERATOR	LE099116	2/29/2004	2,096.08	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP0641	PLAY WORLD EQUIPMENT @ FOREST OAKS PARK		7/12/2006	18,768.07	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP0642	HACKNEY PRAIRIE PARK-IMPROVEMENTS-PLAY WORLD EQUIPMENT		11/2/2005	111,796.29	-	MARKED AS "REPLACED".	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP0649	KAPPA DIAPHRAGM PUMP TRAILER SPRAYER		7/13/2006	4,500.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	NOT OPERATIONAL
Parks	EQP0650	TORO TOPDRESSER 2500 W/TRAILER JACK	26000170	6/26/2006	8,761.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP1094	COLOR WHEEL SPRAY RIG FIELD PAINTER		3/13/2014	1,864.28	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP1133	PLAYWORX PLAYSETS SLIDE		9/18/2014	2,832.43	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	EQP1138	KOHLER CP TURBO FORCE DECK MOWER	314000242	8/7/2014	9,066.52	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	SURPLUSED IN FY19/20
Parks	EQP1139	KOHLER CP TURBO FORCE DECK MOWER	314000293	8/7/2014	9,066.52	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	IMP0032	FLOATING DOCK & GANGWAY @ Starke Lake	NA42	2/18/1998	6,582.24	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	IMP0126	WELL PUMP/IRRIGATION @ OCOEE FOOTBALL(BULLDOG) FIELD		9/30/1999	11,429.15	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	IMP0127	SEPTIC TANK & DRAINFIELD SYSTEM @ CENTRAL PARK		3/12/1999	3,250.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	IMP0341	FREEDOM PARK SURFACE IMPROVEMENT		9/30/2009	47,808.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED
Parks	IMP0800	ATHLETIC SYNTHETIC TURF @ SORENSON PARK		9/29/2023	33,533.28	30,180.00	MARKED AS "REPLACED".	APPROVED BY MARK JOHNSON 07.22.2025	REPLACED BY TNXL; POOR PRODUCT
Parks	LND0078	ROGERS PROPERTY-SOFTBALL COMPLEX	07-22-28-000-00-023	9/30/2006	2,012,652.45	2,012,652.45	MARKED AS "SOLD"	APPROVED BY MARK JOHNSON 07.22.2025	CONVEYED TO MONTIERRE DEVELOPMENT PLLC

FY24/25 INVENTORY DISPOSALS

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DEPARTMENT/FUNCTION	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
Parks	TRL0015	1998 6'4"X16' UTILITY TRAILER WITH RAMP # 192	4YEUC1625WS001752	2/20/1998	1,445.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	NOT SEEN SINCE DEC 2019; MIGHT WENT TO AUCTION YEARS AGO
Parks	TRL0026	52"X94" TILTBED HWY TRAILER AND SIDEBORD KIT	4K2UF0716XM137529	11/18/1999	497.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	UNKNOWN
Parks	TRL0029	2004 TRIPLE CROWN 6 X 16 TRAILER W/ WOOD FLOOR	1XN616G5741000211	2/19/2004	1,095.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.22.2025	UNKNOWN
Police	CPS0058	GENESIS II DUAL KA BAND SPEED MEASURING SOFTWARE	G2S-37014	6/30/2009	1,375.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	UNABLE TO LOCATE
Police	CPU1119	DELL OPTIPLEX 3010	80GGCZ1	12/13/2013	517.19	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	COULD NOT LOCATE; FOUND ON IT MISPLACED LIST
Police	CPU1341	DELL LATTITUDE E6440	2M8PT32	7/13/2015	1,221.99	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	COULD NOT LOCATE; FOUND ON IT MISPLACED LIST
Police	CPU1534	DELL LATTITUDE 5290	CT8B5Q2	7/17/2018	2,139.24	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	COULD NOT LOCATE; FOUND ON IT MISPLACED LIST
Police	EQP1145	MOBILE RAPID ID FINGER PRINT SCANNER	58259	9/30/2015	2,089.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1146	MOBILE RAPID ID FINGER PRINT SCANNER		9/30/2015	2,089.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1147	MOBILE RAPID ID FINGER PRINT SCANNER		9/30/2015	2,089.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1148	MOBILE RAPID ID FINGER PRINT SCANNER		9/30/2015	2,089.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1380	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1381	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1382	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1383	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1384	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1385	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1386	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1387	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1388	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1389	BODY CAMERAS		9/29/2016	1,986.95	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	OBSOLETE
Police	EQP1444	SPEED RADAR DETECTOR, FALCON HR 7002-FHR W/IR REMOTE	7002-FHR	7/2/2019	1,776.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	UNABLE TO LOCATE
Police	EQP1613	FINGERPRINT SCANNER ID EDGE DEVICE W/BLUECHECK RAPID-3M-BC	BC2U63730	9/23/2020	1,714.44	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	FRN0027	CM Conference Room Furn. (table/12 chairs)		9/12/1994	8,183.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE

FY24/25 INVENTORY DISPOSALS

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Police	REQ0406	MOTOROLA RADIO APX7000	655CKZ3021	12/30/2009	5,524.17	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ0408	MOTOROLA RADIO APX7000	655CKZ3023	12/30/2009	5,524.17	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ0415	MOTOROLA RADIO APX7000	655CLR0426	8/20/2010	5,357.90	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	REPORTED LOSS
Police	REQ0420	MOTOROLA RADIO APX7000	655CLR0306	8/20/2010	5,357.90	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	REPORTED LOSS
Police	REQ0498	MOTOROLA RADIO APX7000	655CQH1535	5/1/2014	4,628.82	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ0499	MOTOROLA RADIO APX7000	655CQH1536	5/1/2014	4,628.82	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ0502-1	Radio, Motorola APX 6000 700/800	481CUK1306	6/27/2018	5,054.23	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ0502-3	Radio, Motorola APX 6000 700/800	481CUK1308	6/27/2018	5,054.23	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ502-12	Radio, Motorola APX 6000 700/800	481CUK1317	6/27/2018	5,054.23	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ531	RADIO APX ALL BAND CONSOLETTTE	681CXT3503	9/30/2021	10,375.01	2,074.97	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ536	RADIO, APX600 700/800 MODEL 3.5 PORTABLE	481CXD0945	3/3/2021	5,129.19	427.48	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ537	RADIO, APX600 700/800 MODEL 3.5 PORTABLE	481CXD0946	3/3/2021	5,129.19	427.48	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	REQ541	RADIO, APX600 700/800 MODEL 3.5 PORTABLE	481CYF6173	9/26/2022	6,250.00	2,500.00	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.11.2025	PREVIOUSLY TRADED-IN; NO DOCUMENTATION WAS RETAINED
Police	WPS0056	X-26 ADVANCED TASER AND X-26 BLADE TECH HOLSTER--ALEXANDER	X00-162842	10/31/2005	1,000.00	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.20.2025	OBSOLETE AND REPLACED
Police	WSP0090	TASER	X13001CN9	9/16/2014	1,171.97	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	WSP0091	TASER	X13001CP8	9/16/2014	1,171.97	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	WSP0093	TASER	X13001ECR	9/16/2014	1,171.97	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	WSP0094	TASER	X13001EHX	9/16/2014	1,171.97	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	WSP0095	TASER	X13001EKO	9/16/2014	1,171.97	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	WSP0097	TASER	X13001EV3	9/16/2014	1,171.97	-	MARKED AS "M"	APPROVED BY VINCENT OGBURN 08.18.2025	OBSOLETE
Police	WPS0111	Rifle - Ruger AR-556	854-46702	8/16/2017	489.99	-	SURPLUS TRADE IN	APPROVED BY VINCENT OGBURN 08.20.2025	TRADED IN FOR CREDIT TO USE TOWARDS PURCHASE OF NEW RIFLES
Police	WPS0112	Rifle - Ruger AR-556	854-46694	8/16/2017	489.99	-	SURPLUS TRADE IN	APPROVED BY VINCENT OGBURN 08.20.2025	TRADED IN FOR CREDIT TO USE TOWARDS PURCHASE OF NEW RIFLES
Public Works - Old	CPS0708	GIS MAPPING SOFTWARE WITH REFLECTOMETER	N/A	11/27/2012	2,000.00	-	MARKED AS "M"	APPROVED BY STEVE KRUG 08.04.2025	OBSOLETE
Public Works -ROW	MEQ0109	FORD TRACTOR	6700713	9/2/1997	21,200.00	-	USED AS YEARS OF SERVICE AWARD	APPROVED BY STEVE KRUG 09.30.2025	AWARDED TO EMPLOYEE IN LIEU OF MONEATRY AWARD FOR 40YRS OF SERVICE

FY24/25 INVENTORY DISPOSALS

M = means item has been lost, stolen, missing, or disposed because it was broken or obsolete

DEPARTMENT/FUNCTION	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
Recreation	IMP0054	DRINKING FOUNTAIN PARKSIDE/COVENTRY	N/A	9/30/1996	1,472.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	PARK WAS REMODELED
Recreation	IMP0066	GAZEBO AT STARKE LAKE	N/A	9/30/1985	2,100.00	420.00	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	PARK WAS REMODELED
Recreation	IMP0067	GAZEBO WITH WHEELCHAIR RAMP	N/A	6/30/1987	1,100.00	258.19	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	PARK WAS REMODELED
Recreation	IMP0137	ONE BANK OF TRELESCOPIC BLEACHERS 84'X7' ROWS	N/A	2/23/2000	32,200.00	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	PARK WAS REMODELED
Recreation	IMP0145	PLAYSCENE DESIGN Equipt @ BEECH Ctr	N/A	4/25/2001	6,282.00	146.58	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	REPLACED WITH NEW PLAYGROUND
Recreation	IMP0146	12' X 12' PALM BEACH PAVILLION	N/A	7/18/2001	3,000.00	1,550.00	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	PARK WAS REMODELED
Recreation	IMP0152	STARKE LAKE RESTROOMS	N/A	9/30/2001	82,500.91	42,900.74	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	PARK WAS REMODELED
Recreation	MEQ0198	TEN TON COMPRESSOR FOR AC UNIT @ BEECH CTR	N/A	8/24/2009	4,427.50	-	MARKED AS "M"	APPROVED BY MARK JOHNSON 07.31.2025	BROKEN
Stormwater	CPS0709	AUTODESK AUTOCAD CIVIL 3D GOVT LICENSE	9701-0446ELS	9/17/2014	5,431.35	-	OBSOLETE	APPROVED BY STEVE KRUG 08/28/25	UPGRADED TO NEW VERSION
Streets	EQP1062	MOTOROLA ASTRO XTS150 RADIO	687CNX1907	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1063	MOTOROLA ASTRO XTS150 RADIO	687CNX1908	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1065	MOTOROLA ASTRO XTS150 RADIO	687CNX1910	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1066	MOTOROLA ASTRO XTS150 RADIO	687CNX1911	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1067	MOTOROLA ASTRO XTS150 RADIO	687CNX1912	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1068	MOTOROLA ASTRO XTS150 RADIO	687CNX1913	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1069	MOTOROLA ASTRO XTS150 RADIO	687CNX1914	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1071	MOTOROLA ASTRO XTS150 RADIO	687CNX1916	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1074	MOTOROLA ASTRO XTS150 RADIO	687CNX1919	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	EQP1075	MOTOROLA ASTRO XTS150 RADIO	687CNX1920	11/27/2012	1,265.46	-	NO LONGER IN USE	APPROVED BY STEVE KRUG 08.04.2025	NO LONGER USED, DISPOSED BY PIN IN PD
Streets	TRL0008	6' X 12' STRIPING TRAILER # 198	1E9ES1217WC103062	1/29/1998	2,515.95	-	MARKED AS "M"	APPROVED BY STEVE KRUG 09.15.2025	END OF USEFUL LIFE; FY1920 SURPLUS
Streets	TRL0022	TRAILER-ROAD LAZER STRIPER	BA183	2/9/1999	25,995.00	-	MARKED AS "M"	APPROVED BY STEVE KRUG 09.15.2025	END OF USEFUL LIFE
Streets	VEH0314	2007 FORD F450 4X4 #181	1FDXF47PX7EA36620	8/22/2006	35,748.00	-	EQUIPMENT LAND SWAP	APPROVED BY STEVE KRUG 08.22.2025	TRANSFER OWNERSHIP TO TOM WEST (EQUIPMENT/LAND SWAP)
Streets	VEH0412	2012 VERMEER BC150 BRUSH CHIPPER # 988	1VR2161V9C1002878	12/19/2011	39,900.00	-	EQUIPMENT LAND SWAP	APPROVED BY STEVE KRUG 08.22.2025	TRANSFER OWNERSHIP TO TOM WEST (EQUIPMENT/LAND SWAP)
Utilities Administration	CPU1144	DELL LATITUDE E5430	4R7YRY1	9/26/2013	1,022.10	-	MARKED AS "M"	APPROVED BY TRENT HOPPER 08.15.2025	NOT ABLE TO LOCATE; GOT REPLACED

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DEPARTMENT/FUNCTION	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
Wastewater Field	EQP1537	SCI-TEXT ALARM MONITOR LS 34 RTU'S		5/6/2020	4,233.34	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Field	EQP1538	SCI-TEXT ALARM MONITOR LS 39 RTU'S		5/6/2020	4,233.34	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Field	EQP1539	SCI-TEXT ALARM MONITOR LS 54 RTU'S		5/6/2020	4,233.32	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	CLL0086	Air Line Waste Water Plant		4/6/2017	55,460.50	31,427.50	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 06.25.2025	GETTING DEMOLISHED AS PART OF THE ELECTRICAL BUILD UPGRADE
Wastewater Operating	CPU1152	DELL OPTIPLEX 3020	8H1ZN22	10/1/2014	617.74	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 06.26.2025	COULD NOT LOCATE; IST CONFIRMED
Wastewater Operating	EQP0730	WESTINGHOUSE AC ELECTRIC BLOWER MOTOR		1/23/2008	6,396.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	BLOWER QUIT WORKING YEARS AGO
Wastewater Operating	EQP1112	SCI-TEXT ALARM MONITORS LS 4		9/19/2014	3,400.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1113	SCI-TEXT ALARM MONITORS LS 13		9/19/2014	3,400.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1115	SCI-TEXT ALARM MONITORS LS 26		9/19/2014	3,400.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1144	SCI-TEXT ALARM DIALER LIFT STATION #27		6/30/2014	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1290	ALL PRIME XS-6 PUMP, WWTP		3/28/2018	8,973.12	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 08.20.2025	QUIT WORKING
Wastewater Operating	EQP1484	SCI-TEXT ALARM MONITOR LS#5		6/28/2019	4,095.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1485	SCI-TEXT ALARM MONITOR LS#13		6/28/2019	4,095.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1486	SCI-TEXT ALARM MONITOR LS#29		6/28/2019	4,095.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1487	SCI-TEXT ALARM MONITOR LS#30		6/28/2019	4,095.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1488	SCI-TEXT ALARM MONITOR LS#31		6/28/2019	4,095.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1662	LAMSON BLOWER #1		2/23/2021	12,438.83	621.90	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	BROKEN AND REPLACED
Wastewater Operating	EQP1707	SCI TEXT CONVERSION FOR LS47, LS49, LS50, LS52, LS53, LS54,		2/17/2022	35,700.00	8,925.00	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 08.25.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	EQP1711	WWTP BLOWER #2 REHAB		4/15/2022	12,438.83	3,317.07	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 08.25.2025	BROKEN AND REPLACED
Wastewater Operating	IMP0481	FERRIC SULFATE PUMP FLOMOTION SYSTEM		11/8/2013	2,020.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	DO NOT USE FERRIC SULFATE ANYMORE
Wastewater Operating	IMP0530	SCITEXT ALARM MONITORS LF#36		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0531	SCITEXT ALARM MONITORS LF#37		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0532	SCITEXT ALARM MONITORS LF#11		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0533	SCITEXT ALARM MONITORS LF#17		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM

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Wastewater Operating	IMP0534	SCITEXT ALARM MONITORS LF#20		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0535	SCITEXT ALARM MONITORS LF#30		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0536	SCITEXT ALARM MONITORS LF#31		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0537	SCITEXT ALARM MONITORS LF#41		7/14/2015	3,000.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0777	SCITEXT UNIT CONTROL @ LS 60		3/11/2023	5,400.00	4,657.50	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Wastewater Operating	IMP0778	SCITEXT UNIT CONTROL @ LS 61		3/11/2023	5,400.00	4,657.50	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	REPLACED WITH NEW SMARTCOMM SYSTEM
Water Operating	CPU1425	Desktop Dell Optiplex 3040	BJRYCH2	3/15/2017	655.97	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	COULD NOT LOCATE
Water Operating	EQP0067	VN-810 METROTECH LOCATOR		5/1/2015	3,827.21	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	QUIT WORKING AND REPLACED
Water Operating	EQP1003	TAMCO TOKU PO-60 PAVING BREAKE		10/1/2010	1,025.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	QUIT WORKING
Water Operating	EQP1507	SC200 CONTROLLER AC-DC, SC200 2DIG, HACH		1/9/2020	2,101.36	-	BROKEN DUE TO LIGHTNING AND REPLACED WITH NEW SC4500 HACH CONTROLLER	APPROVED BY TRENT HOPPER 07.08.2025	QUIT WORKING AND REPLACED
Water Operating	EQP1534	SC200 CONTROLLER AC-DC, SC200 2DIG, HACH JOB - A000086		3/21/2020	2,304.36	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	BROKEN DUE TO LIGHTNING AND REPLACED WITH NEW SC4500 HACH CONTROLLER
Water Operating	EQP1547	DIGITAL PH SENSOR PEEK CONVERTIBLE		4/29/2020	1,187.46	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	QUIT WORKING AND REPLACED
Water Operating	EQP1580	SC200 CONTROLLER AC-DC, TOP LVL ASSY CL17SC KIT		8/17/2020	4,580.50	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	
Water Operating	EQP1581	SC200 CONTROLLER AC-DC, TOP LVL ASSY CL17SC KIT		8/17/2020	4,580.51	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	
Water Operating	MTR0001	US MOTOR 50HP VERTICAL MOTOR - @ SWP (SPARE)		5/21/1999	2,106.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	QUIT WORKING
Water Operating	MTR0002	US MOTOR 150HP VERTICAL MOTOR - @ SWP (SPARE)		6/24/1999	5,029.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	QUIT WORKING
Water Operating	MTR0004	US MOTOR 150HP VERTICAL MOTOR - @ SWP (SPARE)		6/24/1999	9,070.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	25 YEARS OLD AND STOPED WORKING
Water Operating	MTR0005	US MOTOR 125HP HORIZONTAL MOTOR - @ SWP (SPARE)		6/28/1999	3,574.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	25 YEARS OLD AND STOPED WORKING
Water Operating	MTR0023	Motor 150HP 1800RPM S PLANT WELL #2MOTOR		12/20/2016	19,775.00	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	STOPPED WORKING AND WAS REPLACED
Water Operating	TPH0004	FOREST OAKS PLANT WELL -well renovation - 2 wells		8/9/1986	756,220.68	-	MARKED AS DISPOSED	APPROVED BY TRENT HOPPER 07.08.2025	WELL REHAB FROM 38 YEARS AGO



Meeting Date: November 18, 2025

Item #: 8

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of Interlocal Agreement between Orange County and the City of Ocoee for Medical Direction. (Deputy Fire Chief Van Camp)

Background Summary:

The Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, authorizes local governments to cooperate and jointly exercise powers through Interlocal Agreements. Additionally, Chapter 401, Florida Statutes, and Rule 64J-1.004, Florida Administrative Code, require all licensed Advanced Life Support (ALS) and Basic Life Support (BLS) providers to maintain a contract with a licensed physician to serve as Medical Director responsible for medical oversight, quality assurance, and supervision of emergency medical technicians (EMTs) and paramedics.

Orange County, through its EMS/Office of the Medical Director Division, employs a qualified physician to serve as the County's Medical Director, currently Dr. Christian C. Zuver. The City of Ocoee Fire Department operates as an ALS transport agency under a Certificate of Public Convenience and Necessity (COPCN) issued by Orange County and is required to maintain an Interlocal Agreement with the County for medical direction, quality management, and medical communications.

This Interlocal Agreement between Orange County and the City of Ocoee formalizes the City's continued participation under the County's Medical Director for EMS oversight and compliance. The agreement outlines the duties and responsibilities of both parties and satisfies all state and local requirements for maintaining ALS and BLS operations under County medical direction.

Issue:

Should the Honorable Mayor and City Commissioners approve the Interlocal Agreement between Orange County and the City of Ocoee for medical direction, quality management, and medical communication?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Interlocal Agreement between Orange County and the City of Ocoee for medical direction, quality management, and medical communication, and authorize the Mayor to execute the agreement on behalf of the City of Ocoee.

Attachments:

1. EMS - Medical Director Interlocal Agreement

Financial Impacts:

There is no financial obligation associated with this Interlocal Agreement. Each party will be solely responsible for its own costs and expenses incurred in providing services under the agreement.

Type of Item: Consent

Interlocal Agreement
between
Orange County, Florida
and
City of Ocoee, Florida
regarding
Medical Direction, Quality Management, and Medical Communication

This Interlocal Agreement (“**Agreement**”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”) on behalf of the County’s EMS/Office of the Medical Director Division, and **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation with a principal address of 1 N Bluford Avenue, Ocoee, Florida 34761 (the “**City**”) on behalf of the City’s Fire Department. The County and City may be referred to individually as “**party**” or collectively as “**parties**.”

Recitals:

WHEREAS, Section 163.01, Florida Statutes (cited as the “**Florida Interlocal Cooperation Act of 1969**”), authorizes local governments to cooperate, provide services, and jointly exercise powers via contracts known as interlocal agreements; and

WHEREAS, Chapter 401, Part III, Florida Statutes (cited as the “**Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act**”), governs the provision of emergency medical services (“**EMS**”) in the State of Florida (“**State**”); and

WHEREAS, Section 401.265, Florida Statutes, requires providers of basic life support (“**BLS**”) transportation services or advanced life support (“**ALS**”) services to employ or contract with a medical director that is a licensed physician responsible for supervising the medical performance of emergency medical technicians (“**EMT**”) and paramedics; and

WHEREAS, Rule 64J-1.004, Florida Administrative Code, requires each ALS or BLS provider to maintain a current contract for a medical director on file for inspection and copying by the State of Florida, Department of Health, Bureau of Emergency Medical Services; and

WHEREAS, Section 20-72, Orange County Code, requires all EMS providers authorized to provide pre-hospital services, or whose EMTs or paramedics operate under the supervision of the County medical director, to enter into and maintain a current interlocal or operational agreement with the County; and

WHEREAS, the City is: (1) a “public agency” under the Florida Interlocal Cooperation Act of 1969, (2) licensed to provide BLS transportation or ALS services under the Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act, and (3) authorized to provide pre-hospital ALS transport services in Orange County, Florida pursuant to a County-issued Certificate of Public Convenience or Necessity (“**COPCN**”); and

WHEREAS, the City seeks to use the County's Medical Director to provide medical direction to the City's EMTs and paramedics; and

WHEREAS, accordingly, State and local law require the City to enter into a contract with the County for a medical director and to maintain an interlocal agreement with the County that addresses, at a minimum, medical direction, quality management, and medical communications; and

WHEREAS, the parties intend for this Agreement to satisfy all State and local requirements for the City to enter into a contract for a medical director and an interlocal agreement with the County, respectively.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, receipt of which is hereby acknowledged by each party, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated as material part of this Agreement by reference.

Section 2. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, the Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act (and the corresponding regulations in Chapter 64J-1 of the Florida Administrative Code), and Chapter 20, Article III of the Orange County Code.

Section 3. Definitions. Capitalized terms specifically defined in this Agreement shall have the meanings provided for in this Agreement. Terms that are not specifically defined in this Agreement, but are defined in the laws and regulations cited to in the "**Authority**" section of this Agreement, shall have the meanings provided for by the laws and regulations cited to in the "**Authority**" section of this Agreement, unless the context requires otherwise. All other terms shall be afforded their plain meaning.

Section 4. Notices. Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt. Either party may change its designated official or address for receipt for notice by giving written notice of such change to the other party in the manner provided in this section.

To the County:

Orange County, Florida
County Administration
Attention: Director of Health and Public Safety
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County, Florida
Health Services Department
Attention: Manager
2002 East Michigan Street
Orlando, Florida 32806

To the City: City of Ocoee, Florida
Fire Department
563 S Bluford Avenue
Ocoee, Florida 34761

Section 4. Effective Date and Term.

- A. **Effective Date.** This Agreement shall become effective upon execution by both parties and filing in the Orange County Public Records ("**Effective Date**").
- B. **Term.** The "**Term**" of this Agreement shall be for five (5) years commencing on the Effective Date, unless otherwise terminated earlier pursuant to the "**Termination**" section of this Agreement. The parties may extend the term for one additional five year period upon mutual written agreement between the parties.

Section 5. Services and Obligations.

A. **General Obligations.**

1. The City shall maintain all licenses from the State necessary to provide ALS and BLS services in accordance with Chapter 401, Florida Statutes.
2. The City shall maintain all vehicle permits from the State necessary for each transport vehicle, ALS nontransport vehicle, and aircraft in use, as applicable, in accordance with Chapter 401, Florida Statutes.
3. The City shall maintain a COPCN from the County that authorizes the City to provide pre-hospital ALS transport services in Orange County, Florida in accordance with Chapter 20, Article III, Orange County Code.
4. The City shall employ EMTs and paramedics that are certified and qualified to provide ALS and BLS transport services under Chapter 401, Florida Statutes, as applicable. The City will immediately notify the County upon a City EMT's or paramedic's failure to maintain all licenses and approvals necessary to provide ALS and BLS transport services in Orange County, Florida.

B. **Medical Direction.**

1. The County shall employ a licensed physician as the County's "**Medical Director**" that the County deems qualified to provide medical direction under State and local laws, rules, and regulations. As of this Agreement's Effective Date, the County's Medical Director is **Dr. Christian C. Zuver**. Notwithstanding any other provision of this Agreement, the County reserves the right to substitute the County's Medical Director at any time and in the County's sole and absolute discretion by providing the City with written notice of the substitution.
2. **Protocols.** The Medical Director shall generally provide for the direct medical supervision of the City's EMTs and paramedics through two-way voice communication, or, when such voice communication is unavailable, through established standing orders (or "**Protocols**") authorized by the Medical Director pursuant to the rules of the State's Department of Health. Such two-way voice

communication may be provided by the Medical Director's physician appointee at the Medical Director's discretion.

- a. The parties acknowledge that they have received a copy of the Medical Director's Protocols, agree to be bound by the Protocols, and hereby incorporate the Protocols into this Agreement by reference.
- b. The Medical Director reserves the right to immediately amend the Standing Orders at any time and in the Medical Director's sole and absolute discretion. If the Medical Director amends the Standing Orders, the Medical Director will provide an updated copy of the Standing Orders to the City.
- c. The City shall ensure that a current copy of the Standing Orders (as authorized by the Medical Director) are available in each of the City's vehicles for review by the State's Department of Health and the City's paramedics, and for each physician designated by the Medical Director to receive a copy.

3. **Medical Director's Duties.** The Medical Director shall be responsible for performing duties related to advising, consulting, training, counseling, credentialing, and overseeing the medical services of City EMTs and paramedics (including providing appropriate quality assurance). Specifically, in accordance with Rule 64J-1.004 of the Florida Administrative Code, the Medical Director shall:

- a. Develop medically correct standing orders or protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.
 - i. The Medical Director shall issue the standing orders and Protocols to the City to ensure that the City transports each of the City's patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region.
 - ii. The Medical Director or their appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction that includes (in addition to the development of Protocols and standing orders) direction to City personnel as to the availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency.
- b. Develop and implement a patient care quality assurance system to assess the medical performance of the City's paramedics and EMTs. The Medical Director's quality assurance program is intended to work in conjunction with any applicable City program.
 - i. The Medical Director shall audit the performance of the City's EMTs and paramedics using a quality assurance program that includes (at a minimum) a prompt review of patient care records,

direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

- ii. The parties shall also participate in quality assurance programs developed by the State's Department of Health.
- c. If the Medical Director provides medical direction to the City on ALS services, then the Medical Director will maintain proof of current registration as a medical director, either individually or through a hospital, with the U.S. Department of Justice, Drug Enforcement Administration (DEA), to provide controlled substances to the City as an EMS provider. The City shall maintain copies of said proof of registration and make said copies readily available for inspection.
- d. Ensure and certify that the City's security procedures for medications, fluids and controlled substances comply with Chapters 499 and 893, Florida Statutes, and Chapter 61N-1, Florida Administrative Code.
- e. Create, authorize and ensure adherence to written operating procedures regarding the handling of medications, fluids and controlled substances by the City.
- f. Notify the State's Department of Health in writing of each substitution by the City of equipment or medication upon receiving notification from the City which shall be provided to the Medical Director first for the Medical Director's prior approval.
- g. Assume direct responsibility for the City's EMTs' and paramedics': (i) use of an automatic or semi-automatic defibrillator; (ii) use of a glucometer; (iii) administration of aspirin; (iv) use of any medicated auto injector; (v) performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and (vi) on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by a City EMT. The Medical Director shall ensure that the City's EMTs and paramedics are trained to perform these procedures, shall establish written protocols for the performance of these procedures, and shall provide written evidence to the State's Department of Health documenting compliance with provisions of this paragraph.
- h. Ensure that all City EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, Florida Administrative Code, for adult trauma patients and Rule 64J-2.005, Florida Administrative Code, for pediatric trauma patients.
- i. Develop and revise when necessary Trauma Transport Protocols for submission to the State's Department of Health for approval.
- j. Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year.
- k. Credential all EMTs and paramedics desiring to operate within the County's emergency medical services system under the Medical Director's

supervision in accordance with Section 20-71, Orange County Code. The Medical Director is authorized to temporarily or permanently suspend or prohibit a paramedic or EMT from practicing under the Medical Director's supervision and within the County's emergency medical services system.

4. The Medical Director shall **not** be responsible for performing administrative or managerial functions related to City EMTs or paramedics.
5. **The City's Duties.** The City shall:
 - a. Exercise administrative and executive control over the City's EMTs and paramedics including the hours of work, discipline, and termination of such personnel.
 - b. Ensure that the City's EMTs and paramedics report any medication errors and reactions en route to the physician who ordered the medication, the receiving physician, and the Medical Director.
 - c. Notify the Medical Director within forty-eight (48) hours of the City initiating an investigation, removal, or termination of any City EMT or paramedic for any reason related to the provision of patient care.
 - d. Develop, implement, and maintain written operating procedures for procuring, storing, handling, dispensing, and disposing of all controlled substances, medications, and fluids in accordance with State and local laws, rules, and regulations. The City will obtain the Medical Director's signed written approval of these operating procedures prior to these operating procedures becoming effective. The City shall have a copy of these approved operating procedures available for review by the State's Department of Health.
6. The Medical Director reserves the right to cease providing medical direction and supervision (and assuming responsibility) for any of the City's EMTs or paramedics at any time and in the Medical Director's sole and absolute discretion.

C. Quality Assurance and Management.

1. The City shall ensure that the City's EMTs and paramedics participate in the County's emergency medical review committee.
2. The City shall provide the Medical Director or their designee(s) with statistical data related to the Medical Director's emergency medical care elements including, but not limited to, direct login access to the City's patient care reporting system.
3. The City shall participate in quality management programs or processes selected by the Medical Director including web- or software-based quality systems (e.g., FirstPass).

D. Medical Communication.

1. The Medical Director shall ensure that medical oversight is provided to the City's emergency communication and dispatch center and that the City's operations

related to emergency dispatch comply with the Medical Director's Protocols (e.g., medical priority dispatch).

2. If the City uses the County's communications infrastructure, then the City will follow the County's established communications procedures.

Section 6. No Financial Commitment. The parties agree that all services and obligations performed under, or required by, this Agreement are intended to make the most efficient use of the parties' respective powers on the basis of mutual advantage and shall be without any form of payment or other financial compensation by either party. Both parties shall be solely responsible for their own costs and expenses incurred as a result of providing services or performing obligations pursuant to this Agreement.

Section 7. Records.

- A. The City shall provide the County with any and all data needed for the purpose of monitoring, evaluating, auditing, and quality assurance. This data shall include information on the ALS or BLS services provided, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the City's provision of ALS or BLS services.
- B. All records that were created, utilized, or maintained pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

Section 8. Confidentiality.

- A. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to State or federal law.
- B. **Health Insurance Portability and Accountability Act ("HIPAA").**
 1. Under this Agreement, each party shall limit its transmission of data to the other party that either:
 - a. Is not "Protected Health Information," as defined in 45 CFR § 160.103; or
 - b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
 2. Notwithstanding the foregoing, the parties may disclose Protected Health Information between each other as covered health care providers for the provision of treatment in accordance with 45 CFR § 164.506.
 3. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:

- a. A Business Associate Agreement and adequate patient authorizations have been executed, as applicable; and
- b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

C. Florida Information Protection Act (“FIPA”).

1. Pursuant to Section 501.171(g)1., Florida Statutes, **“Personal Information”** means either of the following:
 - a. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - iv. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If either party maintains, stores, or processes personal information on behalf of the other party, then said party is considered a “Third-Party Agent” under FIPA and hereby agrees to comply with all obligations for such “Third-Party Agents” as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the other party in the event of a breach of security of the system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

Section 9. Insurance.

- A. Without waiving the parties' rights to sovereign immunity as provided in Section 768.28, Florida Statutes, each party hereby represents and warrants that it is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured for liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida Legislature.
- B. Upon the County's request, the City will immediately provide the County with an affidavit evidencing self-insurance up to the sovereign immunity limits. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the City of the City's liability and obligations under this Agreement.

Section 10. Indemnification, Sovereign Immunity, and Liability.

- A. **Indemnification.** The City shall defend, indemnify and hold harmless the County, and the County's officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to City's negligent acts or omissions, or those negligent acts or omissions of the City's officials and employees acting within the scope of their employment, or arising out of or resulting from the City's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, or the other party's officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.** All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules that apply to the activity of officials, officers, agents, or employees of the parties shall apply to the officials, officers, agents, or employees of the parties when performing their respective functions and duties under the provisions of this Agreement. The parties are and shall be subject to the limitations of liability provided in Section 768.28, Florida Statutes, and any other relevant provisions of Florida law governing sovereign immunity. Nothing in this Agreement is intended to waive or alter the sovereign immunity of the parties including, but not limited to, the express monetary limits of liability set forth in Section 768.28, Florida Statutes.
- C. **Liability.** Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall either party be liable to the other under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims related to this Agreement and are not confined to tort liability.

Section 11. Filing of Agreement. Upon execution by both parties, the County shall file a copy of this Agreement in the Orange County Public Records in accordance with Section 163.01(11), Florida Statutes.

Section 12. Termination.

- A. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice of termination. The terminating party shall be responsible for filing a notice of termination in the Orange County Public Records.
- B. **Termination for Cause.** If either party materially breaches any term of this Agreement (as determined in the non-breach party's sole discretion), then the non-breaching party may terminate this Agreement for cause effective immediately upon the breaching party's receipt of a written notice of termination.

Section 13. General Provisions.

- A. **Assignments and Successors.** The actions and activities to be conducted pursuant to this Agreement are governmental in nature. Each party binds itself (and its successors and assigns) to the other party of this Agreement (and to the successors and assigns of the other party) with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other (which shall be in the sole discretion of the party with the right to consent).
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").
- C. **Conflicts.** The parties shall comply with all applicable local, state, and federal laws, regulations, and executive orders. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **E-Verify Use.** Pursuant to Section 448.095, Florida Statutes, each party hereby certifies that it is registered with, and uses, the E-Verify system to verify the work authorization

status of all newly hired employees. Each party hereby certifies that it does not employ, contract with, or subcontract with an unauthorized alien. Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement.

- G. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- H. **Headings.** The headings or captions of sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- I. **Independent Contractor.** The parties agree that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting one party as the agent, representative, or employee of the the other party for any purpose or in any manner whatsoever. The parties are to be, and shall remain, independent contractors with respect to all services performed under this Agreement, and that any individuals hired, or performing services pursuant to this Agreement may not be considered the employee of the other party for any purposes, including but not limited to, any worker's compensation matters.
- J. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- K. **Nondiscrimination.** Neither party may discriminate as to race, color, religion, sex, national origin, age, handicap, or marital status in connection with its performance under this Agreement. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.
- L. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner may be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
- M. **Public Records.** The parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- N. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- O. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the

party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate Agreement language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

- P. **Signatory.** Each signatory below represents and warrants that such person has full power and is duly authorized by their respective party to enter into and perform under this Agreement. By executing this Agreement, each party represents that such person has reviewed this Agreement and intends to fully abide by the conditions and terms of this Agreement.
- Q. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- R. **Use of County and City Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- S. **Venue.** Unless otherwise required by law, each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any action or claim arising under this Agreement, and further agrees that any such action or claim shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or claim arising under this Agreement in Orange County, Florida.
- T. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- U. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement. The modifying party shall be responsible for filing a copy of the amendment in the Orange County Public Records.

Section 14. Entire Agreement.

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Regarding such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto by their duly authorized representatives.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of the County Commissioners

By: _____

Date: _____

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20____.**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

**APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD
ON _____, 2025, UNDER
AGENDA ITEM NO. ____**



Meeting Date: November 18, 2025
Item #: 9

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Piggyback on the Orange County Master Purchase Agreement to Purchase Police Radios. (Police Chief Ogburn)

Background Summary:

The Police Department was approved for funding in the FY 2025-2026 budget for replacement radios. The department would like to piggyback on the Orange County Master Purchase Agreement Y23-102 and purchase thirty (30) replacement radios, totaling \$337,404, and is requesting approval to proceed with the purchase.

Issue:

Should the Honorable Mayor and City Commissioners approve the Police Department to purchase replacement radios, for a total cost of \$337,404.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Police Department to purchase replacement radios, for a total cost of \$337,404.00.

Attachments:

1. Quote

Financial Impacts:

Funding to purchase replacement radios was approved in the FY 2025-2026 budget under job # A000537 GL 317-521-00-6400.

Type of Item: Consent



Bob Busch
Motorola, Inc.
3382 Bartlett Blvd
Orlando, FL 32746

(615) 477-8245 - Cell
FEID - 361115800

15-Oct-25		Ocoee PD - Jack Davidson		Quote Valid 60 Days		New Quote	
ITEM	MODEL #	DESCRIPTION	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
APX NEXT 7/800MHz Portable Radio							
1	H45TGT9PW8AN	APX NEXT; 700/800MHZ MODEL 4.5 PORTABLE	\$7,106.00	27%	\$5,187.38	30	\$155,621.40
1a	BD00001	ADD: CORE BUNDLE INCLUDES - DIGITAL TRUNKING - SN/SZ P25 Phase I Interop (Q361, Q806; Q173, H38) • TDMA OPERATION (QA00580) • AES ENCRYPTION (Q629) • WIFI CAPABILITY (QA09001) • OUT OF THE BOX WIFI PROVISIONING (QA09007) • ENHANCED DATA (QA03399) • MULTICAST VOTING SCAN (Q387) • VIQI VOICE CONTROL (QA09028) • SUBMERSIBLE DELTA-T (H499)	\$3,323.00	27%	\$2,425.79	30	\$72,773.70
1b	BD00010AB	ADD: SECURITY BUNDLE INCLUDES - ASTRO 25 OTAR W/ MULTIKEY (Q498 and H869) • DES,DES-XL,DES-OFB ENCRYPTION (Q625) • P25 LINK LAYER AUTHENTICATION (QA01767) • DVP-XL ENCRYPTION (H797) • MULTI SYSTEM OTAR (QA07680)	\$1,227.00	27%	\$895.71	30	\$26,871.30
1c	LSV01P030824	APX NEXTRADIO CENTRAL 5 YEARS	\$160.20	0%	\$160.20	30	\$4,806.00
	LSV01S03446A	APX NEXT DMS ESSENTIAL SERVICE 5 YEARS	\$384.60	0%	\$384.60	30	\$11,538.00
1d	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS	\$720.00		\$375.00	30	\$11,250.00
1e	SSV01P01406A	APX NEXT SMART CONNECT - 5 YEARS	\$720.00		\$375.00	30	\$11,250.00
1f	SSV01P01476A	APX NEXT SMART LOCATE - 5 YEARS	\$720.00		\$375.00	30	\$11,250.00
1g	SSV01P01902A	APX NEXT SMARTMAPPING- 5 YEARS	\$720.00		\$375.00	30	\$11,250.00
1h	QA007710A	ALT: 7/800 MHZ STUBBY ANTENNA (762-870MHZ)	\$0.00	27%	\$0.00	30	\$0.00
2	NNTN9216	APX NEXT SPARE BATTERY	\$248.05	27%	\$181.08	30	\$5,432.40
3	PMMN4136B	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE	\$520.00	27%	\$379.60	30	\$11,388.00
4	NNTN9199	APX NEXT SINGLE UNIT CHARGER	\$181.43	27%	\$132.44	30	\$3,973.20
						Total	\$337,404.00

Note: 1. Above pricing, terms and conditions are per the Orange County Master Purchase Agreement Y23-102
2. Programming to be completed by Orange County Radio Shop

PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:

PAYMENT TERMS: NET 30
VENDOR NAME: MOTOROLA SOLUTIONS, INC.
YOUR BILL TO AND SHIP TO ADDRESS
YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING



Meeting Date: November 18, 2025
Item #: 10

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Addendum to School Resource Officer Agreement. (Police Chief Ogburn)

Background Summary:

The City of Ocoee Police Department and the School Board of Orange County, Florida ("SBOC"), entered into a School Resource Officer Agreement that became effective on July 1, 2025, and continues through June 30, 2027. The SBOC therefore wishes to execute this addendum, which shall be effective upon execution by the parties through June 30, 2027. The addendum states that when SROs are working at an assigned campus, they shall electronically sign in to the "Daily SSO Attendance Log" to assist SBOC in complying with the requirements of Section 1006.12, Florida Statutes. The Ocoee Police Department requires no additional equipment purchases to comply with this addendum.

Issue:

Should the Honorable Mayor and City Commissioners approve and agree to the requirements of the Addendum to the School Resource Agreement?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve and agree to the requirements of the Addendum to the School Resource Agreement.

Attachments:

1. Addendum to School Resource Agreement

Financial Impacts:

There is no financial impact on the City of Ocoee

Type of Item: Consent

Addendum to School Resource Officer Agreement

The City of Ocoee Police Department and the School Board of Orange County, Florida ("SBOC") entered into the School Resource Officer Agreement that became effective July 1, 2025, through June 30, 2027(the "Agreement"). The Parties therefore wish to execute this addendum ("Addendum") that shall be effective upon execution by the Parties through June 30, 2027.

SROs when working at an assigned campus shall sign into the "Daily SSO Attendance Log" to assist SBOC in complying with the requirements of Section 1006.12, Florida Statute.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

CITY OF OCOEE

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: See Attached Signature Page
Rusty Johnson, Mayor

By: _____
Teresa Jacobs, Chair

Approved as to Form and Legality

Date: _____, 2025

By: _____

Attest:

Date: _____, 2025

Maria F. Vazquez, Ed. D. Superintendent

Approved as to form and legality by the Office of the General Counsel for The School Board of Orange County, Florida, this _____ day of _____, 2025.

BY: _____
Keshara D. Cowans, Staff Attorney

CITY OF OCOEE SIGNATURE PAGE
Addendum to SRO Agreement 2025-2027

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

**APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD
ON _____, 2025, UNDER
AGENDA ITEM NO. ____**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20____.**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney



Meeting Date: November 18, 2025
Item #: 11

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval for the Granting of 10-foot Utility Easements for Three Properties on Woodson Ave. (Utilities Director Bolling)

Background Summary:

To provide water service to 508, 518, and 524 Woodson Avenue, the property owner/developer for these three (3) parcels constructed 200 feet of 6-inch water main on Woodson Avenue to serve these parcels and also loop the City's water system from Nay Avenue to the existing watermain on Woodson Avenue. Dedication of the new watermain to the City requires a 10-foot-wide utility easement along the west side of Woodson Avenue, covering all three (3) parcels. This easement will allow the City to access, maintain, and repair the water main once it is officially accepted. The easement document is included with this item.

Issue:

Should the Honorable Mayor and City Commissioners accept and approve the granting of 10-foot wide utility easements by the property owner of the three (3) parcels?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Utilities Easement agreements.

Attachments:

1. Non-Exclusive Access and Utility Easement Agreement

Financial Impacts:

No financial impacted from granting of easements to the City.

Type of Item: Consent

Prepared by and Return to:
C. Nick Asma, Esq.
Asma & Asma P.A.
886 S Dillard Street
Winter Garden, FL 34787

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Access and Utility Easement Agreement (the "Easement Agreement") is made this ____ day of _____, 2025, by and between the **CITY OF OCOEE**, a municipal corporation of the State of Florida whose address for the purpose of this instrument is 1 N Bluford Ave, Ocoee, FL 34761 (the "Grantee"), and **LEGACY HOMES FL LLC**, a Florida limited liability company whose address for purposes of this instrument is 2237 Kettle Dr. Orlando, Florida 32835 (the "Grantor").

B A C K G R O U N D

Grantor is the owner of that certain real property located in Orange County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). Grantee desires to obtain an access and utility easement (the "Easement") over the front 10' portion of the Property as more particularly shown and described in Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Area").

NOW THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant and Use of Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive Easement upon, over, across, through and into the Easement Area for the purpose of installing, constructing, connecting, maintaining, repairing and replacing utilities lines and all appurtenances thereto, at the expense of Grantee (the "Utility Improvements"). The Grantee shall exercise the Utility Easement rights granted hereby in a reasonable manner and in compliance with all applicable laws, statutes, ordinances, rules, codes and regulations. The Grantee is prohibited from taking any action that unreasonably interferes with Grantor's use and enjoyment of the Property.

2. Covenants of Grantor and Grantee. Grantor agrees not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structure, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation, and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10') feet of the Utility Improvements. Grantee shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation and maintenance of the Easement. Grantee's obligation to restore landscaping shall be limited to an obligation to restore to Grantee's landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede Grantee's ability to maintain or repair the Utility Improvements shall be restored at Grantor's expense. Grantee may at any time, increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Easement right of way, or modify the size of existing water meters, pipes or other facilities as it may

determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's successors and assigns, provided Grantee does not expand its use of the Easement beyond the Easement Area boundaries.

3. Limitation of Rights. This Easement Agreement creates a non-exclusive Easement only, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement Agreement or Grantee's use of the Easement Area pursuant to this Easement Agreement.

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or grant to others the right to use, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof.

5. Nonexclusive Use. Grantee's use of the Easement Area shall be non-exclusive, to be exercised in common with Grantor, Grantor's agents, invitees, successors, assigns, tenants and grantees.

6. Running with the Land. The Easement shall constitute a covenant running with the land binding upon the Grantee and Grantor, and their successors and assigns.

7. Parties Bound. This Easement and the rights and obligations hereunder shall inure to the benefit and burden of both the Grantor and Grantee and their respective heirs, assigns, and successors in interest. All references herein to a "party" or the "parties" shall mean the Grantor and Grantee and their respective heirs, assigns and successors in interest, as appropriate.

8. Attorneys Fees. In the event that either party, or its successors in title, institutes legal proceedings against the other party, or its successor in title, to enforce any term of this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees, paralegal fees, investigative fees and court costs incurred, through all appeals, tribunals, bankruptcy proceedings and collection efforts.

9. Defaults. In the event of a default by any party or its successors or assigns under this Agreement, the non-defaulting party shall deliver to the defaulting party written notice specifying the default, and the defaulting party shall have thirty (30) days to remedy the same, failing which the non-defaulting party shall be entitled to proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the defaulting party, or seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default, provided that each party hereby waives the right to terminate this Agreement, unless agreed to in writing by both Parties, or seek and recover punitive, special and/or consequential damages. All of the remedies permitted or available to a party under this Agreement in law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. Governing Law; Venue. This Easement Agreement shall be construed and enforced according to the laws of the State of Florida, with venue lying exclusively in Orange County, Florida.

11. No Warranty; Entire Agreement; Amendment, Termination. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as set forth herein. The parties hereto agree that the entire agreement between the parties with respect to the Easement granted herein is set forth in this Easement Agreement and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement may not be amended, modified or terminated in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

Remainder of Page Left Intentionally Blank

Signature Page to Follow

IN WITNESS WHEREOF, Grantor has executed this instrument on the 7th day of NOVEMBER, 2025.

WITNESSES:

N Bentley
Print Name: Nikki Bentley
Address: 1 N Bluford Ave
Ocoee, FL 34761

Laurie Lake
Print Name: Laurie Lake
Address: 1 N Bluford Ave
Ocoee, FL 34761

GRANTOR:

Legacy Homes Florida LLC
A Florida limited liability company

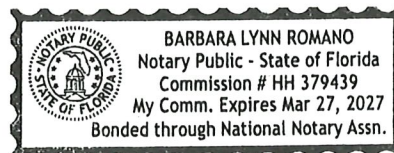
Nicholas Burden
By: NICHOLAS BURDEN
Its: MEMBER

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization, this 7th day of November, 2025, by Nicholas Burden, Manager of Legacy Homes Florida LLC, a Florida limited liability company, who is either (a) _____ personally known to me, or (b) ☒ has produced Florida Drivers License as identification.

Barbara L Romano
NOTARY PUBLIC
Print Name: Barbara L. Romano
My Commission Expires: 3/27/2027



GRANTEE:

Signed, sealed and delivered in the
Presence of:

CITY OF OCOEE, FLORIDA

By: _____

By: _____
Rusty Johnson, Mayor

Print Name: _____

Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____

Print Name: _____

Address: 1 N. Bluford Ave. Ocoee, FL 34761

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.**
Approved as to form and legality
this ____ day of _____, 20 ____.

**APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD
ON _____, 20 ____ UNDER
AGENDA ITEM NO. ____.**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

Signature of Notary

Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal): _____
Commission expires (if not legible on seal): _____

EXHIBIT A

Parcel 1 (508 Woodson Avenue)

Parcel Identification Number: 17-22-28-0000-00-076

Begin at a point 500.00 feet South of the Northwest corner of the East one half (E 1/2) of the West one half (W 1/2) of the East one half (E 1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 17, Township 22 South, Range 28 East, run thence East 164.13 feet, thence run South 100.00 feet, thence run West 164.13 feet, thence run North 100.00 feet to the point of beginning.

Parcel 2 (518 Woodson Avenue)

Parcel Identification Number: 17-22-28-0000-00-093

The South 100 feet of the North 500 feet of the East one half (E 1/2) of the West one half (W 1/2) of the East one half (E 1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 17, Township 22 South, Range 28 East.

Parcel 3 (524 Woodson Avenue)

Parcel Identification Number: 17-22-28-0000-00-039

The South 93 feet of the South 370 feet of the North 400 feet of the E 1/2 of the W 1/2 of the E 1/2 of the SW 1/4 of the NE 1/4 of Section 17, Township 22 South, Range 28 East, Orange County, Florida

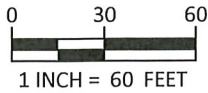


EXHIBIT "A"
SKETCH OF LEGAL DESCRIPTION
SEC 17, TWN 22 S, RNG 28 E.

LEGAL DESCRIPTION

A STRIP OF LAND OF 10.00 FEET WIDE FOR PUBLIC UTILITIES PURPOSES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE EAST 10.00 FEET OF THE SOUTH 100.00 FEET OF THE NORTH 600.00 FEET OF THE EAST ½ OF THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.
CONTAINING 1000 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY. NO PROPERTY CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.

SURVEYOR'S LEGEND

PSM = PROFESSIONAL SURVEYOR & MAPPER
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
PB = PLAT BOOK
PG[S] = PAGE[S]
R/W = RIGHT-OF-WAY
SEC = SECTION
TWN = TOWNSHIP
RNG = RANGE

PID # 17-22-28-0000-00-075
558 WOODSON AVE

PID # 17-22-28-0000-00-039
524 WOODSON AVE

PID # 17-22-28-0000-00-093
518 WOODSON AVE

PID # 17-22-28-0000-00-076
508 WOODSON AVE

PID # 17-22-28-0000-00-046
500 WOODSON AVE

WOODSON AVENUE

30.0' R/W (PB U, PG 99)

SUNY SLOPES
PB U, PG 99

10.00'

10.00'

100.00'

100.00'

10.00'

10.00'

PUBLIC UTILITY EASEMENT

PAGE 1 OF 1

NOT VALID WITHOUT OTHER PAGES

DRAWN: EJH | CHECKED: FMH | DRAWING: 25-05-039 SKOD

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. NOT VALID WITHOUT ORIGINAL SURVEYOR SIGNATURE AND SEAL.



Digitally signed
by Faun
Hoffmeier

Date: 2025.09.08

15:54:16 -04'00'

FAUN M. HOFFMEIER, PSM.

LS 6552

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ORGANIZATION(S) IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

COMMENCE LOGISTICS

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY
NOT A BOUNDARY SURVEY



H & H SURVEY CONSULTANTS, LLC.

LICENSE NUMBER: LB8291

131 W BROADWAY ST, SUITE 1001.

OVIDO, FL 32765.

WWW.HNHSURVEY.COM | (407) 542-4977

SIGNING DATE: 09/08/2025



0 30 60
1 INCH = 60 FEET

EXHIBIT "A"
SKETCH OF LEGAL DESCRIPTION
SEC 17, TWN 22 S, RNG 28 E.

LEGAL DESCRIPTION

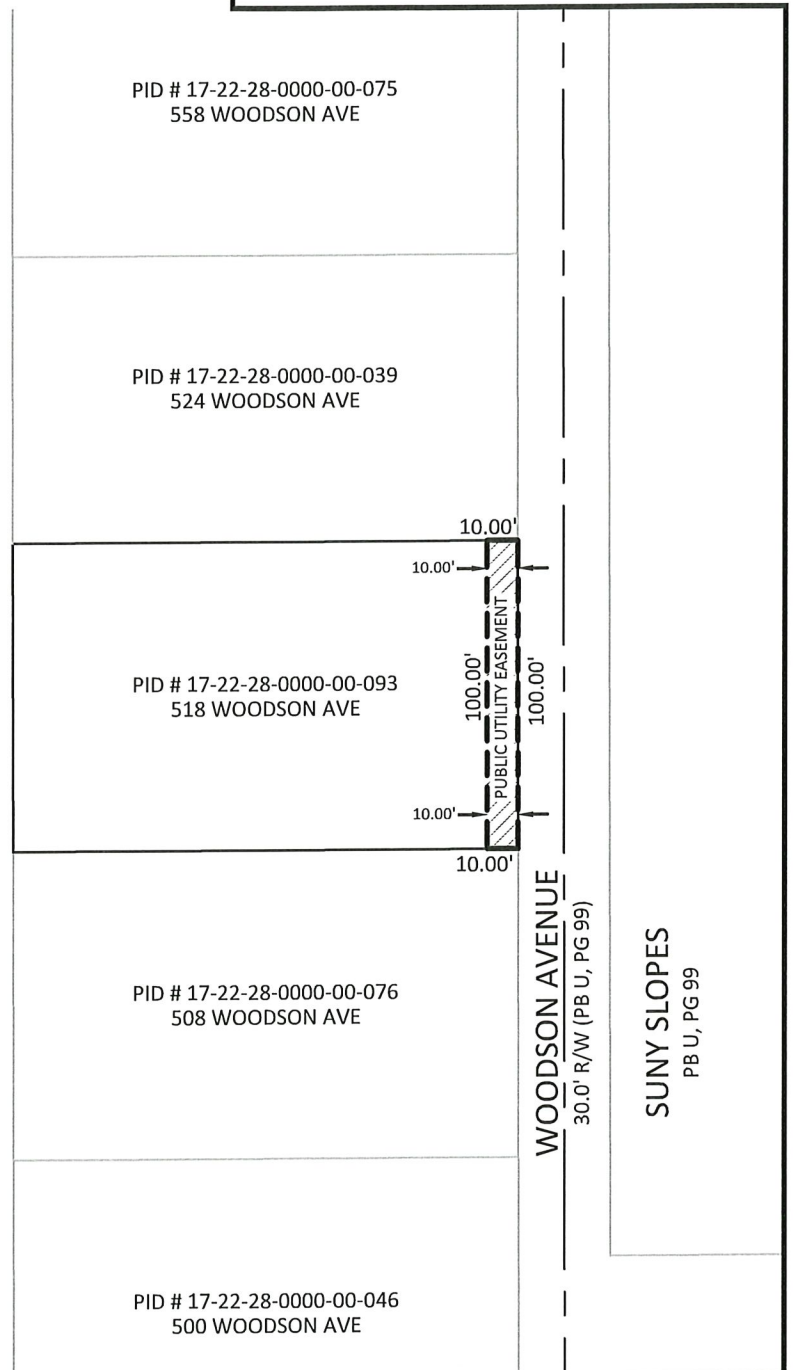
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CONTAINING 1000 SQUARE FEET, MORE OR LESS.

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RNG = RANGE



PAGE 1 OF 1
NOT VALID WITHOUT OTHER PAGES

DRAWN: EJH | CHECKED: FMH | DRAWING: 25-05-038 SKOD

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. NOT VALID WITHOUT ORIGINAL SURVEYOR SIGNATURE AND SEAL.



Digitally signed by
Faun Hoffmeier
Date: 2025.09.08
15:55:56 -04'00'

FAUN M. HOFFMEIER, PSM.

SIGNING DATE: 09/08/2025

LS 6552

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COMMENCE LOGISTICS

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131 W BROADWAY ST, SUITE 1001.
OVIDO, FL 32765.
WWW.HNHSURVEY.COM | (407) 542-4977



0 30 60
1 INCH = 60 FEET

EXHIBIT "A"
SKETCH OF LEGAL DESCRIPTION
SEC 17, TWN 22 S, RNG 28 E.

LEGAL DESCRIPTION

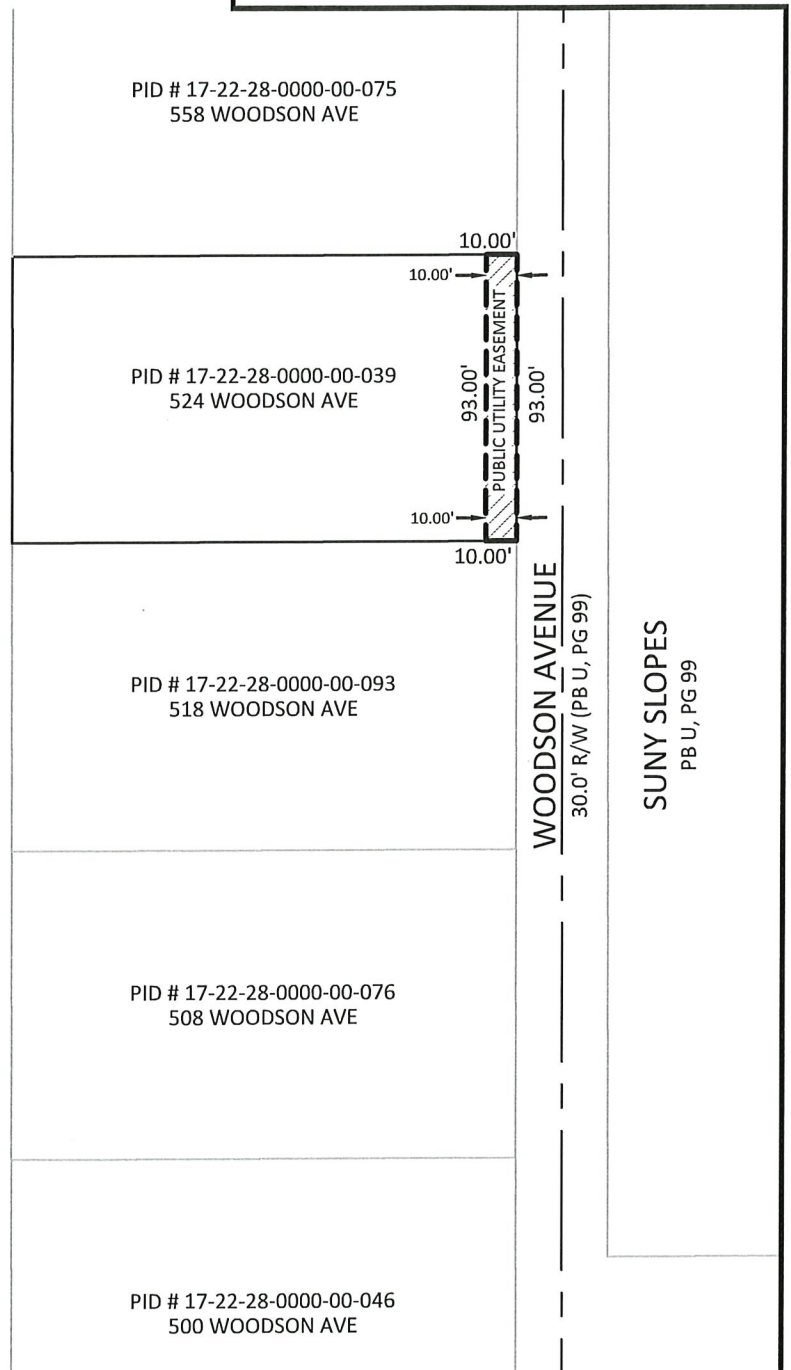
A STRIP OF LAND OF 10.00 FEET WIDE FOR PUBLIC UTILITIES PURPOSES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE EAST 10.00 FEET OF THE SOUTH 93.00 FEET OF THE NORTH 400.00 FEET OF THE EAST ½ OF THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.
CONTAINING 930 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

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PAGE 1 OF 1

NOT VALID WITHOUT OTHER PAGES

DRAWN: EJJ CHECKED: FMH DRAWING: 25-05-037 SKOD

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. NOT VALID WITHOUT ORIGINAL SURVEYOR SIGNATURE AND SEAL.



Digitally signed

by Faun

Hoffmeier

Date: 2025.09.08

15:55:28 -04'00'

FAUN M. HOFFMEIER, PSM.

SIGNING DATE: 09/08/2025

LS 6552

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COMMENCE LOGISTICS

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LICENSE NUMBER: LB8291

131 W BROADWAY ST, SUITE 1001.

OVIDO, FL 32765.

WWW.HNHSURVEY.COM | (407) 542-4977



Meeting Date: November 18, 2025
Item #: 12

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Advertise Resolution of Intent to Use the Uniform Method of Collection for Non-Ad Valorem Special Assessment. (Utilities Director Bolling)

Background Summary:

The Ocoee Downtown Master Plan (2017) was developed through a six-month public process to shape the future of Ocoee's historic downtown, nearby neighborhoods, and the lakefront. Within this comprehensive streetscape plan, the lack of sewer service was identified as a major hindrance to redevelopment, with septic tanks also significantly contributing to the nutrient loading of Starke Lake. Improvements along Bluford Avenue, including the installation of a new lift station and gravity sewer, were completed as the first phase of the project and provided the necessary connection points to expand central sewer service to the downtown area. With this framework established, expansion of the central sewer has continued. The Downtown Alleyway, Floral Avenue, and Cumberland Avenue projects have been completed. Oakland Avenue is nearing completion, and there are future sewer expansions planned over the next 5 to 10 years.

At present, forty-one customers in the downtown area have sewer service available but are not yet connected to the system. Parcels located within areas where sewer is available are required to connect pursuant to state law (Section 381.00655(1)(a), Florida Statutes) and as a condition of the 2016 Bond, which funded much of the downtown sewer construction. To assist customers with the cost of connection, the Utilities Department applied for and received a Florida Springs Protection Grant. This grant covers the construction costs on private property to connect to the sewer system. However, the grant does not cover the required sewer capital fee, which is mandated by the City Code and the 2016 Bond. The sewer capital fee is a one-time charge for all new connections to the sewer system that is paid by all new customers or new developments to cover the capital improvements costs associated with the addition of their new wastewater flow to the Ocoee Wastewater Treatment Plant.

As a condition of the Florida Springs Protection Grant, which provides up to \$700,000 for customer construction costs, all forty-one parcels must connect to the sewer system and abandon their septic tanks no later than May 2028. Based on the current sewer capital fee, which increases annually on February 1, the fee for each residential home is \$7,811. For commercial properties, the fee ranges from \$7,811 to \$48,050 depending on water use.

The typical cost for a residential home is \$18,000 to \$20,000 for construction of the sewer connection on their property (yard piping, abandonment of the septic tank, and restoration) and the required sewer capital fee. The grant reduces the customer's cost by more than 50%. To best assist residents with the required capital fee, the Utilities Department is exploring payment options for the Commission's consideration. One option is the use of a non-ad valorem tax assessment, which would allow customers to make installment payments through their tax bill. The tax assessment process requires advertisement for the Resolution of Intent to Use the

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

Uniform Method of Collection for Non-Ad Valorem Special Assessment for four consecutive weeks prior to Commission action, with resolution adoption occurring before January 1, 2026. The Resolution of Intent to Use the Uniform Method of Collection for Non-Ad Valorem Special Assessment allows the Commission flexibility in the decision-making process for payment options to assist customers and does not obligate the Commission move forward with a tax assessment.

At this time, staff is requesting approval to advertise the Resolution of Intent to Use the Uniform Method of Collection for Non-Ad Valorem Special Assessment. The resolution must be advertised for a four (4) week period prior to this resolution being brought before the Commission. To meet the 2026 tax assessment and grant commitments, this resolution will be brought to the Commission on December 16, 2025.

Issue:

Should the Honorable Mayor and City Commissioners approve the advertisement for the Resolution of Intent to Use the Uniform Method of Collection for Non Ad Valorem Special Assessment?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve to advertise the Resolution of Intent to Use the Uniform Method of Collections for Non-Ad Valorem Special Assessment.

Attachments:

1. Draft Resolution
2. Downtown Sewer Connections Overview Map Area 1
3. Downtown Sewer Connections Overview Map Area 2
4. Downtown Sewer Connections Overview Map Area 3

Financial Impacts:

No financial impact to advertise Resolution of Intent.

Type of Item: Consent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF OCOEE, FLORIDA; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee, Florida (the "City") is contemplating the imposition of special assessments to fund the provision of central wastewater utility services, facilities, and programs within the incorporated area of the City; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing central wastewater utility services, facilities, and programs within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2026, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the City Commission of Ocoee, Florida, as follows:

1. Commencing with the Fiscal Year beginning on October 1, 2026, and with the tax statement mailed in November 2026 and continuing 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, as amended, to fund the cost of providing central wastewater utility services, facilities, and programs. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessments is attached hereto as Exhibit B and incorporated by reference.

2. The City hereby determines that the levy of the special assessments is needed to fund the cost of providing central wastewater utility services, facilities, and programs within the incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Orange County Tax Collector, and the Orange County Property Appraiser by January 10, 2026.

4. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED this _____ day of December, 2025.

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, MMC, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025
READ FIRST TIME AND ADOPTED
_____, 2025
UNDER AGENDA ITEM NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY
on this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney

EXHIBIT A TO RESOLUTION

PROOF OF PUBLICATION

[INSERT PROOF OF PUBLICATION]

EXHIBIT B TO RESOLUTION

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION OF CITY]

Appendix B

FORM OF PUBLISHED NOTICE

**NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

The City of Ocoee, Florida (the "City") hereby provides notice, pursuant to section 197.3632, Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to fund the cost of providing central wastewater utility services, facilities, and programs within the incorporated area of the City, commencing with the Fiscal Year beginning on October 1, 2026 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 p.m. on December 2, 2025, in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the City Clerk's Office, 1 N. Bluford Avenue, Ocoee, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (407) 905-3105 at least forty-eight (48) hours in advance of the scheduled hearing.

DATED this ____ day of _____, 2025.

By Order of:

CITY OF OCOEE, FLORIDA

Publish in a newspaper of general circulation on:

City of Ocoee Downtown Sewer Connections

Area 1

Legend

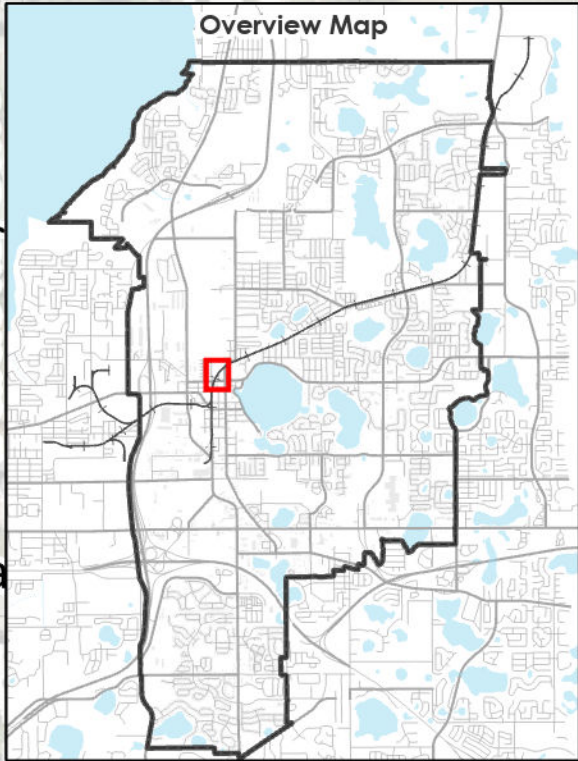
Sewer Service Status

- Septic Residential to Connect (3 Properties)
- Septic Commercial to Connect (0 Properties)
- Connected to Sewer (1 Properties)
- Vacant (1 Properties)

Sanitary Sewer Features

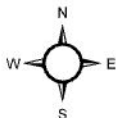
- LS Ocoee Lift Station
- Sewer Gravity Main

Overview Map



N Cumberland Avenue

Star Road



1:1,800

Last Updated: November 12, 2025

State of Florida, Microsoft, Vantor

City of Ocoee Downtown Sewer Connections

Area 2

Legend

Sewer Service Status

Septic Residential to Connect (21 Properties)

Septic Commercial to Connect (14 Properties)

Connected to Sewer (10 Properties)

Vacant (11 Properties)

Sanitary Sewer Features

LS Ocoee Lift Station

Sewer Gravity Main

Overview Map



N
W
E
S

1:1,800

State of Florida, Microsoft, Vantor
Last Updated: November 12, 2025
Page 205 of 356

City of Ocoee Downtown Sewer Connections

Area 3

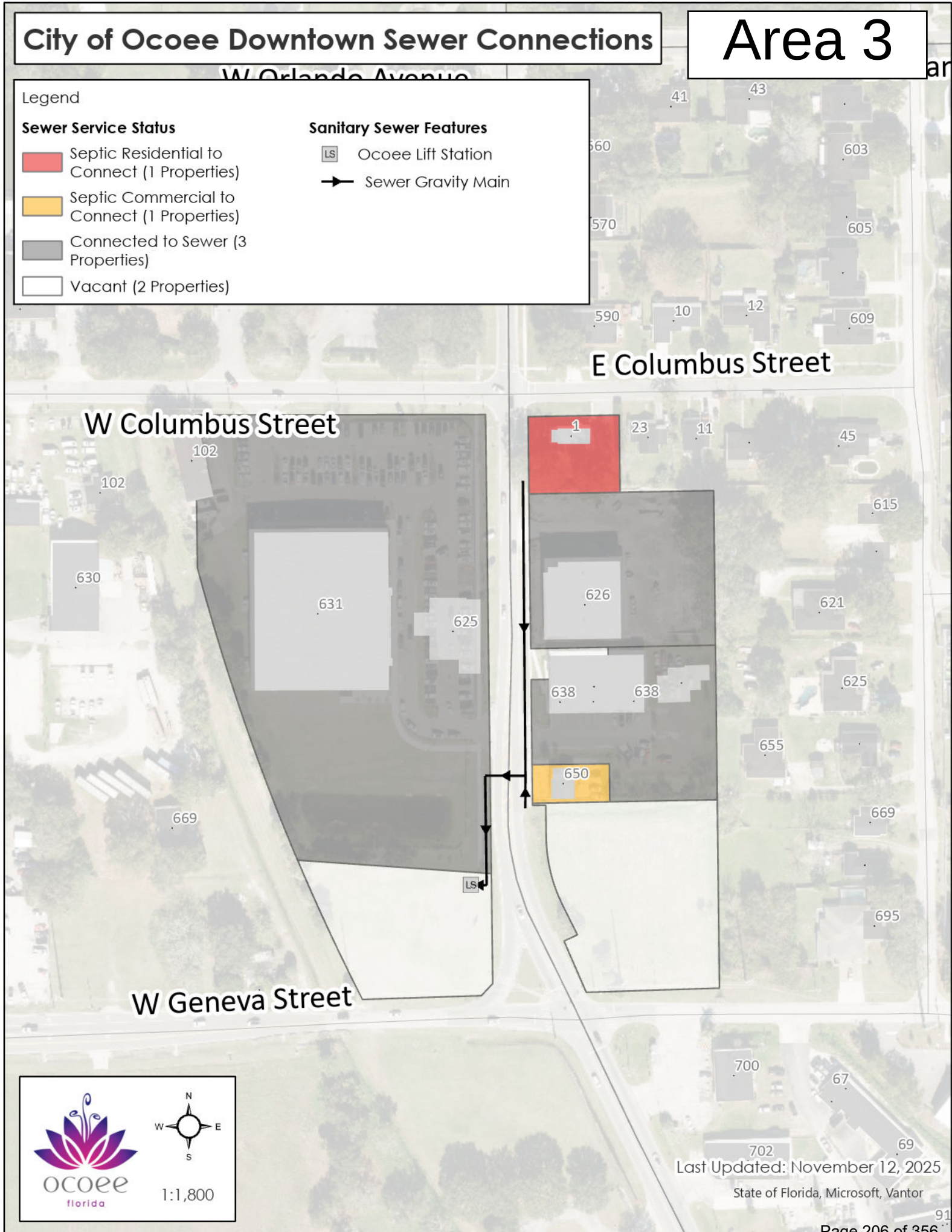
Legend

Sewer Service Status

- Septic Residential to Connect (1 Properties)
- Septic Commercial to Connect (1 Properties)
- Connected to Sewer (3 Properties)
- Vacant (2 Properties)

Sanitary Sewer Features

- LS Ocoee Lift Station
- Sewer Gravity Main



Last Updated: November 12, 2025

State of Florida, Microsoft, Vantor



Meeting Date: November 18, 2025
Item #: 13

Contact Name: Douglas Gaines
Contact Number: Ext. 1503

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking and Vaping Prohibited in Portions of Recreational Property. (Parks and Leisure Services Deputy Director Gaines)

Background Summary:

The First Reading of the Ordinance was held at the October 21, 2025, City Commission Meeting. The City was approached by the Tobacco Free Partnership of Orange County asking that we amend Chapter 124 of the Ocoee Code of Ordinances to address Vape and Vaping. Specifically, staff is addressing Section 124-8 through Section 124-11, Smoking Prohibited in Portions of Recreational Property. Staff has updated the definition of Recreational Property, added the definition of Vape or Vaping and added an exception for smoking of unfiltered cigars, which are exempt per Florida State Statute (386.209). Other cities in Central Florida have updated their ordinances to reflect vaping. The Tobacco Free Partnership stated that any updated signage can be paid for by them.

Issue:

Should the Honorable Mayor and City Commissioners approve an ordinance amending Section 124-8 through Section 124-11 of Chapter 124 of the Code of Ordinances addressing Vape and Vaping in Portions of Recreational Property?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an ordinance amending Section 124-8 through Section 124-11 of Chapter 124 of the Code of Ordinances addressing Vape and Vaping in Portions of Recreational Property.

Attachments:

1. Ordinance

Financial Impacts:

None

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2025 - ____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE II OF CHAPTER 124 OF THE OCOEE CODE OF ORDINANCES TO ESTABLISH SECTION 124-8 THROUGH SECTION 124-11, SMOKING AND VAPING PROHIBITED IN PORTIONS OF RECREATIONAL PROPERTY; PROVIDING FOR EXCEPTIONS AND ENFORCEMENT; AND PROVIDING FOR DEFINITIONS, CODIFICATION, INCONSISTENCY, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, § 386.209 of the Florida Statutes (2022) expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns, and to further restrict smoking within the boundaries of public parks that are within the municipality's jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance; and

WHEREAS, despite the foregoing, § 386.209 of the Florida Statutes (2022) nonetheless preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by state law; and

WHEREAS, to the extent permitted by law, the City Commission of the City of Ocoee desires to restrict vaping and the smoking of tobacco at its parks within the City of Ocoee; and

WHEREAS, the City Commission of the City of Ocoee finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Ocoee, and that such restrictions are necessary for the health, safety, and welfare of the citizens of and visitors to the City of Ocoee.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Ocoee.

SECTION 2. Amendment. To the Code of Ordinances, City of Ocoee, Florida, is hereby added to Article II of Chapter 124 of the Ocoee Code of Ordinances and reads as follows (underlined language are additions; stricken through language are deletions; provisions not shown or that are not otherwise underlined or stricken are not being amended):

ARTICLE II — Smoking and Vaping Prohibited in Portions of Recreational Property
[Adopted 4-7-2009 by Ord. No. 2009-111]

• **§ 124-8. - Definitions.**

- A. RECREATIONAL PROPERTY means and refers to all recreational parks and venues owned or otherwise operated by the City of Ocoee, including those facilities, structures, and buildings located thereupon, which include, but are not limited to: bleachers, seating, gymnasiums, stadiums, courts, fields, buildings, restrooms, parking lots, amphitheaters, pavilions, picnic areas, and playground areas.
- B. SMOKING means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.
- C. VAPE or VAPING means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.
- D. ORGANIZED YOUTH ACTIVITY means games, meetings, clinics and demonstrations on a regularly scheduled basis which are supervised and conducted by a coach or other qualified individual.

• **§ 124-9. - Smoking or vaping prohibited.**

- A. Smoking or vaping is prohibited, except for the smoking of unfiltered cigars, on the following portions of recreational property whenever an organized youth activity is taking place on

such recreational property: The portion of the recreational property which encompasses all athletic fields, spectator stands, concession areas, restroom areas, and walking or congregating areas associated with the foregoing.

- B. Except as otherwise provided in this subsection, smoking is prohibited on any portion of the following properties owned by the city: Jim Beech Recreation Center, Ocoee Family Aquatic Center, Ocoee ~~Community~~ Lakeshore Center, Tom Ison Veteran and Senior Center, and Vignetti Recreation Center. The Parks and Recreation Director shall designate one or more areas within the foregoing properties as "smoking areas" where smoking will be permitted.
- C. Smoking is prohibited within 30 feet of any occupied playground located on recreational property.
- D. The smoking prohibitions set forth above are not intended to apply to any properties which are not owned, managed or operated by the city.

- **§ 124-10. - Posting of signs.**

The Parks and Recreation Director shall cause signs prohibiting smoking to be placed at the recreational properties as specified in this Article. Notwithstanding this provision, the presence or absence of such signs shall not be a defense to the violation of any provision of this Article.

- **§ 124-11. - Penalties.**

A violation of this Article shall be deemed a non-criminal violation for which a civil penalty in the amount of ~~\$25~~ \$50 shall be assessed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, severed, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Conflicting Ordinances. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 5. Effective Date. This Ordinance shall become effective upon adoption.

[Signatures to Follow]

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

APPROVED:
CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED
AS TO FORM AND LEGALITY**
this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
Richard S. Geller
City Attorney



Meeting Date: November 18, 2025
Item #: 14

Contact Name: Vanna Lawitzke
Contact Number: Ext. 1518

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for FY 2025 Year-End Budget Amendment. (Assistant Finance Director Lawitzke)

Background Summary:

The First Reading of the Ordinance was held on October 21, 2025.

Annually, the City is required to reconcile its budget at the close of each fiscal year. On December 11, 2024, the City Commission approved Ordinance 2024-28, adopting the budget for the fiscal 2024-25 fiscal year. Pursuant to Florida Statute 166.241 (8), the governing body of a municipality may amend the budget for a prior fiscal year at any time during that year or within 60 days following its conclusion. In accordance with this provision, the City Commission adopted a mid-year budget amendment through Ordinance 2025-05 on April 15, 2025.

Following a review of fund activities through September 30, 2025, Revenue and Expenditures exceeded what was budgeted and a subsequent budget reallocation and amendment is necessary prior to the fiscal-year close. This amendment will not raise the City's millage rate, will have no impact on the overall financial position of the funds, and will address the deficit net position in the Sanitation Fund.

The General Fund increased due to the City receiving a FEMA reimbursement for Hurricane Ian and also incurred additional expenditures related to Hurricane Milton, specifically for debris monitoring services. An additional state contribution for police and firefighter retirement was received. A budget reallocation from the budget reserve is proposed to address increased expenses, including overtime pay in the Fire Department, retirement contribution in the Building division, and the one-time transfer to the Sanitation Fund to address its deficit net position.

Details of the Budget Adjustment and Allocation:

- Received FEMA reimbursement in the amount of \$645,383 for hurricane recovery.
- Additional \$647,178 for Emergency & Disaster Expense in debris monitoring contract.
- Received an additional \$232,799 in State Retirement contribution for Police and Fire for public safety personnel:
 - \$183,198 allocated to Police.
 - \$49,602 allocated to Firefighter.
- The Fire Department requires an additional \$18,398 in additional funding for overtime expenses.
- The Building Department requires an additional \$3,000 in retirement contributions.

- In September, the City Commission approved a one-time \$1.3 million transfer to the Sanitation Fund to address its negative net position. Please note that the net increase in transfer-out is \$885,047 with currently available to support this transfer. Therefore, the transfer will be limited to only \$885,047.
- Requesting an additional \$350 transfer to the Debt Service Fund to cover the Agent Fee.
- A total of \$908,591 is proposed to be reallocated from the Budget Reserve to cover the additional expenses noted above.
- Police Community Programs accounting to reflect increases in both revenue and expenses related to the Explorer and Community Affairs programs:
 - \$1,638 in donations received for the Explorer Program.
 - \$960 donations received for the Community Affairs Program.
- The Health Insurance Fund requires a budget true-up to show actual payroll contributions (City and employees), as well as the actual health claims and related costs incurred in the fiscal year. The total increase in both revenue and expense is \$3,134,000.

Issue:

Should the Honorable Mayor and City Commissioners approve the Ordinance for Fiscal Year 2025 Year-End Budget Amendment?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Ordinance for Fiscal year 2025 Year-End Budget Amendment.

Attachments:

1. Year-End Budget Amendment Schedule 2025
2. Ordinance
3. Advertisement

Financial Impacts:

The Sanitation Fund will be the only fund balance affected; all other funds will remain unchanged.

Type of Item: Second Reading Public Hearing

Fiscal year 2025 Year-End Budget Trueup

General Fund		<i>Increase/ (Decrease) Expenditure</i>	<i>Increase in Revenue</i>	
001-525-00-5200	Emergency & Disaster Operating Expenses	\$ 647,178.00		Increase budget for hurricane Milton expense
001-33-1500	FEMA reimbursement		\$ 645,383.00	Increase budget for FEMA reimburse
001-516-00-9095	General Government Reserve - reallocation	\$ (908,591.00)		
001-516-00-9000	Transfer Out to the Sanitation Fund	\$ 1,300,000.00		
001-516-00-9000	Transfer Out - reallocation	\$ (414,953.00)		
001-516-00-9000	Transfer Out to Debt Service Fund	\$ 350.00		
001-38-5300	RETIREMENT-STATE (POLICE & FIRE		\$ 232,799.00	Trueup the actual amount from State contribution
001-521-00-2201	STATE RETIREMENT CONTRIBUTION PD	\$ 183,198.00		Trueup the actual amount from State contribution
001-522-00-2201	STATE RETIREMENT CONTRIBUTION FIRE	\$ 49,602.00		Trueup the actual amount from State contribution
001-522-00-1400	Fire Department -OVERTIME PAY	\$ 18,398.00		
001-524-00-2200	Building Division - RETIREMENT CONTRIBUTIO	\$ 3,000.00	\$ -	
		\$ 878,182.00	\$ 878,182.00	No impact on fund balance.
Debt Service Fund		<i>Increase In Expenditure</i>	<i>Increase in Revenue</i>	
216-516-00-7301	OTHER DEBT SERVICE COST/AGENT FEE	\$ 350.00		
216-38-1000	TRANSFER IN	\$ -	\$ 350.00	
		\$ 350.00	\$ 350.00	
Sanitation Fund				
402-38-1000	Transfer In		\$ 1,300,000.00	Improvement in Net Position.
402-101000	Cash	\$ 1,300,000.00	\$ -	Increase cash
		\$ 1,300,000.00	\$ 1,300,000.00	
Police Community Programs		<i>Increase In Expenditure</i>	<i>Increase in Revenue</i>	
114-36-1302	Donations - Explorers		\$ 1,638.00	Increase budget per revenue collection
114-36-1303	Donations - Community Affairs		\$ 960.00	Increase budget per revenue collection
114-521-00-8404	Explorers Expense	\$ 1,638.00		Increase budget per actual expense
114-521-00-8405	Explorers and Community Affairs Expenses	\$ 960.00	\$ -	Increase budget per actual expense
		\$ 2,598.00	\$ 2,598.00	No impact on fund balance.
Water/Wastewater Fund		<i>Reallocation Only</i>		
401-531-00-9101	Transfer Out - admin fee	\$ (2,255,988.00)		
401-533-00-9101	Transfer Out - admin fee	\$ 1,127,994.00		
401-535-00-9101	Transfer Out - admin fee	\$ 1,127,994.00		
		\$ -		No impact on fund balance.
Health Insurance Fund		<i>Increase In Expenditure</i>	<i>Increase in Revenue</i>	
615-34-6500	EMPLOYER CONT. - EMPLOYEE		\$ 758,000.00	
615-34-6510	EMPLOYER CONT. - FAMILY		\$ 852,000.00	
615-34-6520	EMPLOYEE CONTRIBUTIONS		\$ 48,000.00	
615-34-6530	RETIREE CONTRIBUTIONS		\$ 26,000.00	
615-34-6550	HRA CONTRIBUTIONS		\$ 39,000.00	
615-36-0000	MISCELLANEOUS REVENUE		\$ 1,121,000.00	
615-36-1100	INTEREST EARNINGS		\$ 290,000.00	
615-516-00-5620	HEALTH CLINIC	\$ 303,000.00		
615-516-00-5640	BCBS Claims	\$ 2,721,000.00		
615-516-00-5680	ADMINISTRATIVE COSTS (Health Insurance)	\$ 110,000.00	\$ -	
		\$ 3,134,000.00	\$ 3,134,000.00	No impact on fund balance.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2024-28 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 2024-28 is hereby amended as follows:

Increase of appropriations in both revenue and expenditure totaling \$3,134,000 in the Health Insurance Fund, an increase of \$1,300,000 in the Sanitation Fund, an increase of \$2,598 in the Police Community Programs fund, reallocation of \$2,255,988 in the Water/Wastewater Fund, an increase of \$350 in the Debt Service Fund, various increase and reallocation net totaling \$878,182 in the General Fund as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

Space intentionally left
blank

ATTEST:

APPROVED:
CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY
this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

**CITY OF OCOEE
PUBLIC HEARING**

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, November 18, 2025, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2024-28 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE II OF CHAPTER 124 OF THE OCOEE CODE OF ORDINANCES TO ESTABLISH SECTION 124-8 THROUGH SECTION 124-11, SMOKING AND VAPING PROHIBITED IN PORTIONS OF RECREATIONAL PROPERTY; PROVIDING FOR EXCEPTIONS AND ENFORCEMENT; AND PROVIDING FOR DEFINITIONS, CODIFICATION, INCONSISTENCY, SEVERABILITY, AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing.

November 6, 2025

25-03339W

STAFF REPORT

Meeting Date: November 18, 2025
Item #: 15

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director:
City Manager: Craig Shadrix

Subject: Public Hearing for 125 S. Circle Key Dr. - Moody Variance Request; Project No. VR-25-02. (Planner I Belizaire)

Background Summary:

The property (parcel ID number 18-22-28-7122-01-250) is located within Commission District 3, is zoned RT-1 (Mobile Home Subdivision), and is within the Pioneer Key Park mobile home subdivision platted in 1976. It is bordered by road rights-of-way on the north, west, and south sides. Since the mobile home entryway faces west, the east side is considered the rear yard of the lot. Due to the narrowness of the lot, the mobile home cannot meet the minimum 20-foot rear setback. Therefore, the applicant is requesting a variance to reduce the minimum rear building setback from 20 feet to 7 feet, for the purposes of placing a 22' by 36' (792 square feet) mobile home on the lot.

The lot is a substandard lot of record, as it does not meet the minimum 7,000 square foot lot area for the RT-1 zoning district, but has retained the same configuration since the plat. Use of the lot for the installation of a mobile home is permitted subject to the home meeting all other applicable minimum zoning requirements, including building setbacks.

Provided below are the minimum zoning requirements for the RT-1 zoning district from Table 5-2: Minimum Zoning Descriptions on Permitted Uses. Side street setbacks are not currently indicated in Table 5-2. However, a 15-foot side street setback is intended to be made for residential zoning districts during the Land Development Code update, and the home meets the side street setback.

Zoning District	Minimum Lot Size	Minimum Front Building Setback	Minimum Side Building Setback	Minimum Rear Building Setback	Minimum Lot Width	Maximum Building Coverage	Maximum Impervious Surface	Maximum Building Height	Minimum Living Area
RT-1, Mobile Home Subdivision	7,000 SF	20 FT	7.5 FT	20 FT	-	40%	50%	35 FT	-

Per Article IV, Section 4-9A, approval of a variance requires that the applicant demonstrate compliance with four (4) criteria, as follows:

1. That special conditions and circumstances exist which are peculiar to the land, structures, or required subdivision improvements involved and which are not applicable to other lands, structures, or required subdivision improvements;

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761
Phone: (407) 905-3100 ▪ www.ocoe.org

2. That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions. No pre-existing conditions of neighboring lands which are contrary to these regulations shall be considered grounds for the issuance of a variance.

Applicant Response: The applicant stated that the mobile home installer and property owner understood that they received approval for installation (Used Mobile Home Pre-Inspection Permit 3291-2024, attached). Money has already been invested in the project. We are requesting that setbacks be reconsidered for installation, specifically a 7-foot rear setback of the mobile home.

Staff Analysis: As a point of clarification, the mobile home "prior installation approval" (as documented in attachment 6) was the Building Division Inspection Report, which was a pre-inspection by the Building Inspector for purposes of the suitability of the mobile home structure for occupancy and was not City approval of the installation of the mobile home on the property.

Relative to the variance approval criteria, staff finds that, based on the circumstances and conditions of the existing lot, there is sufficient demonstration that the four (4) variance evaluation criteria are met. Staff analysis is summarized below:

Criteria 1: Special Circumstances & Conditions: The lot abuts road rights-of-way along three (3) property lines. Sunset Key Court abuts the lot on the north property line, and West Circle Key Drive abuts the lot on the south and west property lines. A boundary survey indicating the front yard, side street, and rear yard setbacks is attached based on the hierarchy of the roadway functions and the orientation of the mobile home. Applying the RT-1 zoning district minimum building setbacks to the lot would not permit the installation of a mobile home, as the minimum 20-foot rear setback (east property line) cannot be met.

Criteria 2: Literal Interpretation of Code: The literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions. Strict application of the front and rear minimum setbacks would result in a buildable area width of 10 feet, which cannot support a 22-foot wide mobile home.

Criteria 3: Actions of the Applicant: The circumstances of this variance are not the result of the actions of the applicant, as the lot has retained its original configuration since being platted in 1976. Due to the lot having three (3) frontages, the mobile home cannot meet the minimum 20-foot rear setback.

Criteria 4: Conference of Special Privilege: Approving the requested variance would not confer to the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions. Within Pioneer Key Park, there are existing mobile homes that were installed in accordance with the zoning regulations established prior to 1992. Approving the requested rear setback reduction would allow the property owner to install a mobile home on the lot like all the other lots in the mobile home subdivision, thus allowing the property owner the same benefit as other lots.

Additional Considerations:

As of 2011, twenty-eight (28) mobile home installation permits have been issued for properties in the Pioneer Key Park and Security Mobile Home Park subdivisions. Of the issued permits, a majority of the lots were conventionally rectangular interior lots that, despite not meeting the minimum lot area, met the setback requirements of the RT-1 zoning district.

For historical permitting purposes, the lot located at 40 Eagle Key Court has an identical configuration to 125 S. Circle Key Drive and was approved for a mobile home installation permit.

Staff supports the variance as there is sufficient justification to support the request.

Issue:

Should the Honorable Mayor and City Commissioners approve the requested variance to Section 5-14A and Table 5-2 of Article V of the Land Development Code to reduce the minimum 20-foot rear building setback by 13 feet and allow a 7-foot rear setback for the installation of a mobile home on the property?

Recommendations:

Planning and Zoning Commission (PZC) Recommendation:

The Planning and Zoning Commission (PZC) considered this item at its October 14, 2025, hearing. During discussion, questions were raised regarding whether the property was on septic or sewer and whether the property had been split in the past. Regarding wastewater service, staff responded that it is likely that the property is on sewer and that staff would confirm. Regarding whether there was previous lot split, staff responded that no lot split has occurred and that the lot has kept its original configuration.

Following discussion, the PZC voted unanimously (5-0) to make recommendation of approval of the requested variance to Section 5-14A and Table 5-2 of Article V of the Land Development Code to reduce the minimum 20-foot rear eastern building setback by 13 feet and allow a 7-foot rear setback for the installation of a mobile home at the property located at 125 S. Circle Key Drive.

Since the date of the PZC hearing, staff has verified that the property receives City sewer services.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the requested variance to Section 5-14A and Table 5-2 of Article V of the Land Development Code to reduce the minimum 20-foot rear building setback by 13 feet and allow a 7-foot rear setback for the installation of a mobile home at the property located at 125 S. Circle Key Drive.

Attachments:

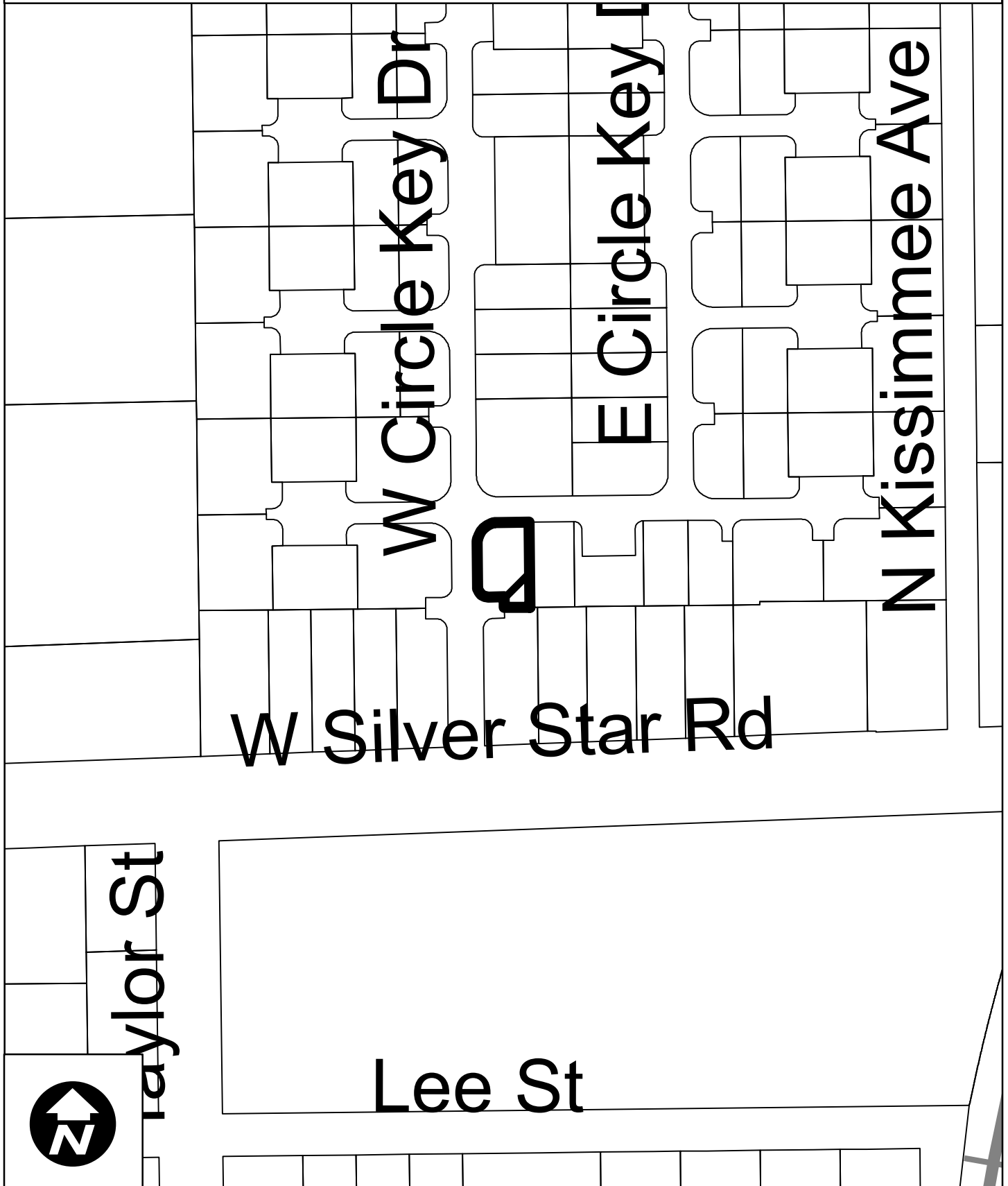
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Application
6. Mobile Home Inspection Report
7. Boundary Survey Indicating Yards
8. Advertisement

Financial Impacts:

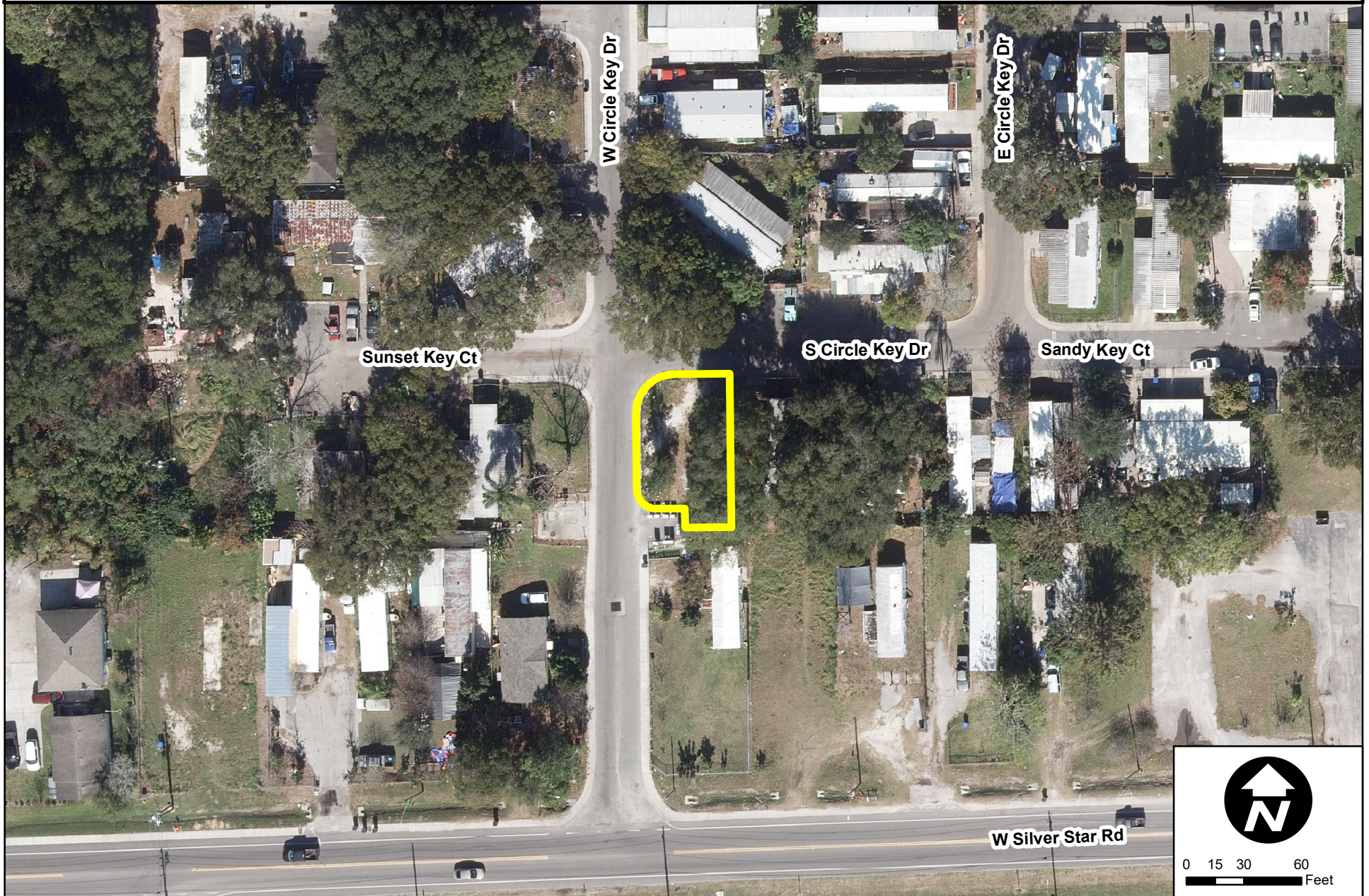
N/A

Type of Item: Public Hearing

125 S Circle Key Drive
Location Map



125 S Circle Key Drive Aerial Photography



0 15 30 60
Feet

125 S Circle Key Drive Surrounding Future Land Use Map



Development Services
Department

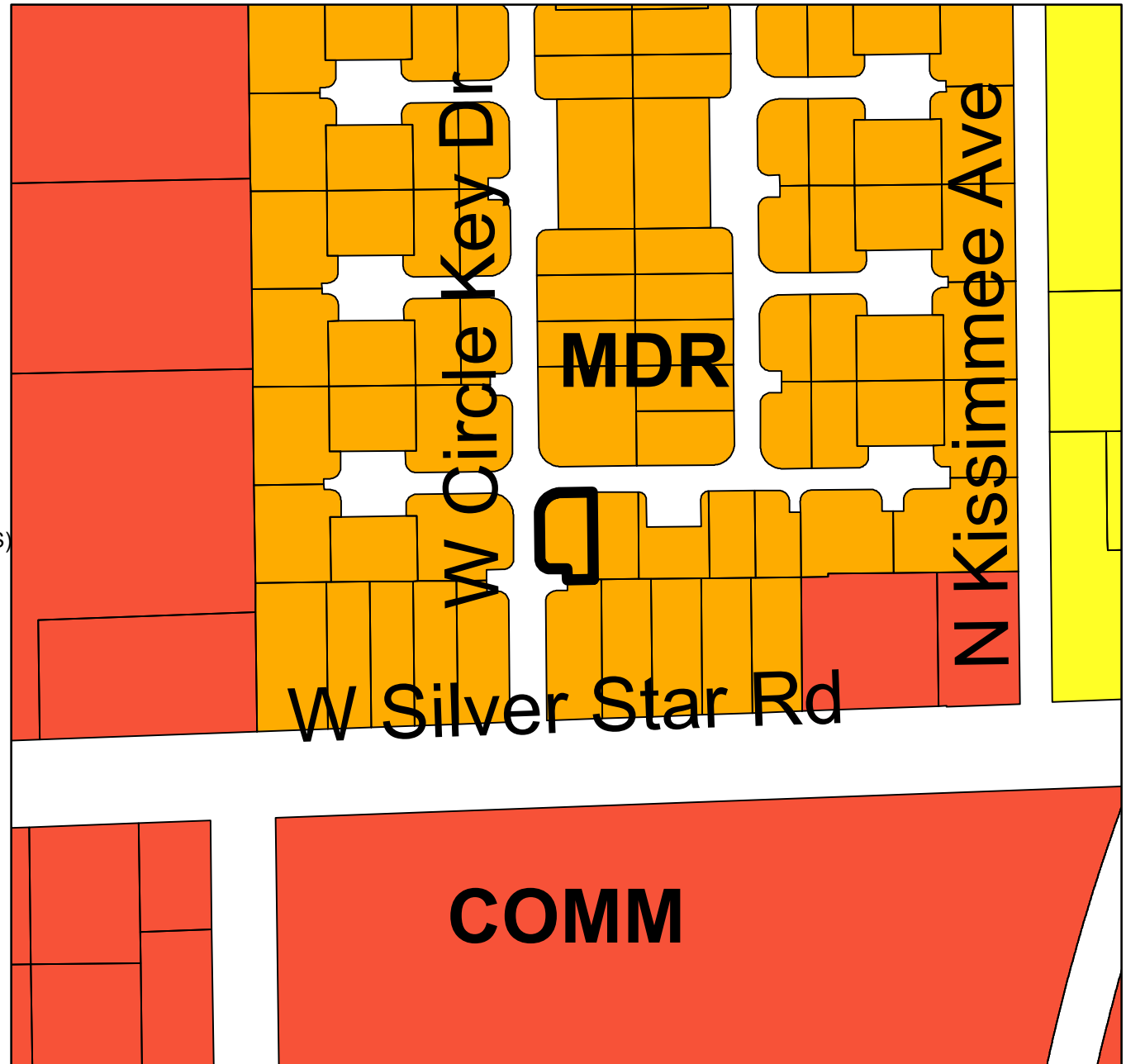
0 35 70 140
Feet

Created: September 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



125 S Circle Key Drive Surrounding Zoning Map



Development Services
Department

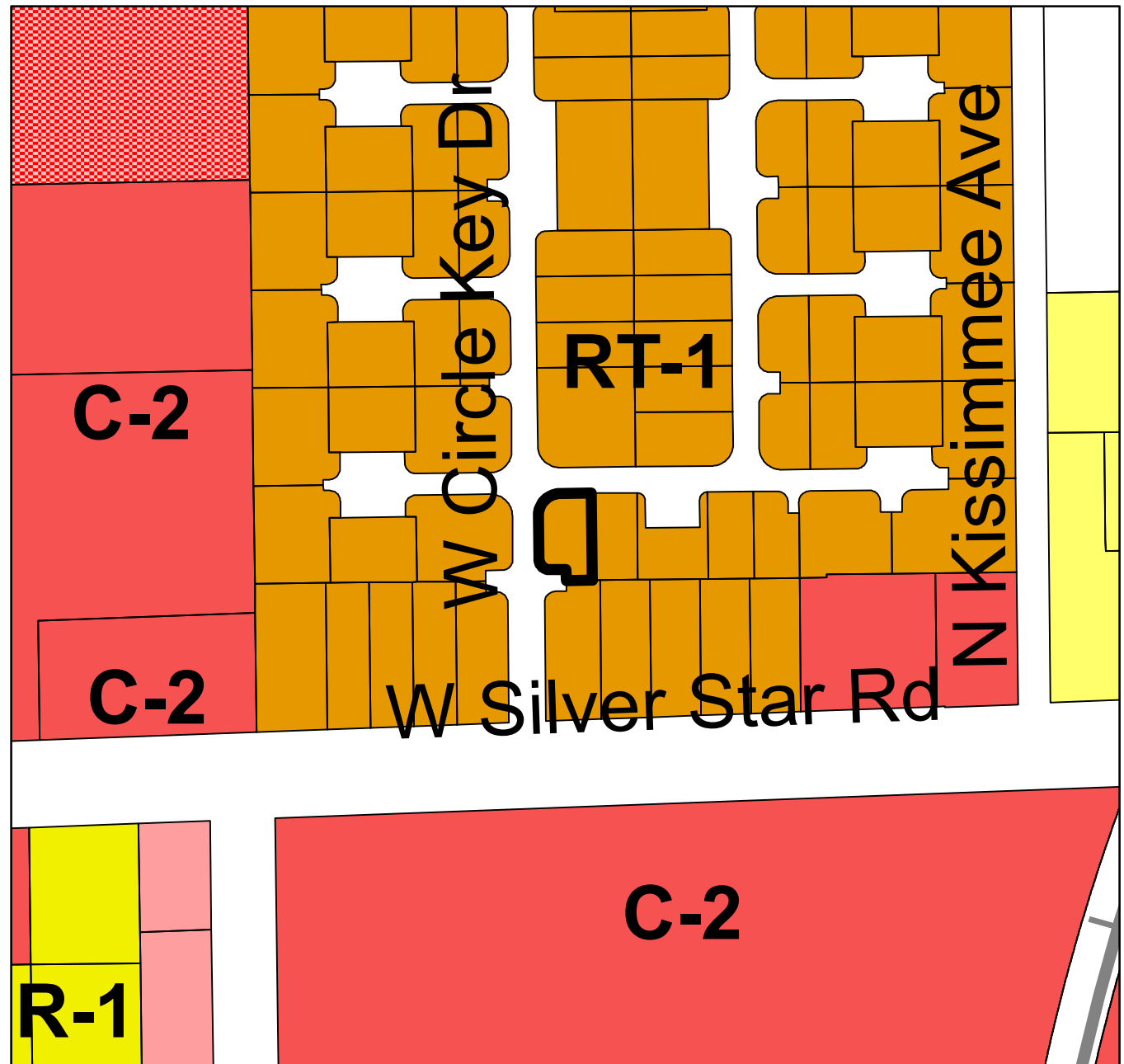
0 35 70 140
Feet

Created: September 2025

 Subject Property

Zoning Classification:

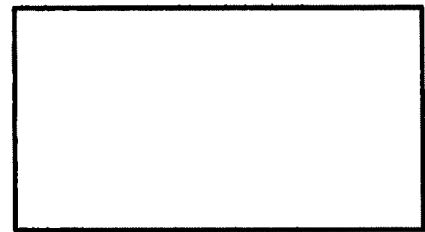
-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified





VARIANCE APPLICATION

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157



Received Date – Office Use Only

PROJECT NUMBER: VR-25-03 DATE RECEIVED: _____

PROJECT NAME: RESIDENTIAL MOBILE HOME INSTALLATION

PROJECT DESCRIPTION: INSTALLATION WAS REJECTED - INSTALLER THOUGHT BECAUSE CITY INSPECTOR PASSED TRAILER HE WAS OK TO INSTALL

APPLICANT'S NAME: BIA LUCAS (DAUGHTER OF OWNER)

APPLICANT'S ADDRESS: 1002 FEATHERSTONE CIRCLE, OCOEE, FL 34761

TELEPHONE NUMBER: 407-230-3973

E-MAIL ADDRESS: nativeechoes@aol.com

OWNER OF RECORD: FAYE MOODY

OWNER'S ADDRESS: 1002 FEATHERSTONE CIRCLE, OCOEE, FL 34761

PHONE NUMBER: 407-694-1692

PROPERTY LOCATION: 125 S. CIRCLE KEY DR., OCOEE, FL 34761

A. PROPERTY TAX ID. NO(S):

18-22-28-7122-01250

- LEGAL DESCRIPTION: ALL APPLICATIONS FOR SUBDIVISION OR SITE PLAN REVIEW MUST PROVIDE THREE (3) EXECUTED, CERTIFIED AND SEALED BOUNDARY SURVEYS FOR THE SUBJECT PARCEL, WHICH SHALL INCLUDE A METES-AND-BOUNDS LEGAL DESCRIPTION. ATTACH SURVEY WITH FULL LEGAL DESCRIPTION AS EXHIBIT.

- PROPOSED USE OF THE SUBJECT PARCEL IF THE PRESENT APPLICATION(S) IS/ARE GRANTED? RESIDENTIAL MOBILE HOME

DWELLING ONLY

* UPDATE - REVISED SETBACK REQUEST TO 7' AT REAR OF MOBILE HOME

- NUMBER OF EXISTING BUILDINGS AND EXISTING LAND USE OF THE SUBJECT PARCEL:

CURRENTLY ZONED RESIDENTIAL, LOT WAS TOTALLY VACANT UNTIL MOBILE HOME IN QUESTION WAS MOVED ON TO LOT THINKING IT WAS ALREADY APPROVED BY CITY INSPECTOR

- BRIEFLY ADDRESS THE FOLLOWING:

B. THE NEED AND JUSTIFICATION FOR THE REQUESTED ACTION: MOBILE

HOME INSTALLER & OWNER OF MOBILE HOME

UNDERSTOOD THEY HAD APPROVAL TO INSTALL;

MOBILES HAVE BEEN PAID; REQUESTING SETBACKS BE RECONSIDERED FOR INSTALLATION

- HOW WILL THE FOLLOWING ESSENTIAL SERVICES BE PROVIDED?

A. POTABLE WATER: CITY SERVICES

B. WASTEWATER TREATMENT: CITY SERVICES

C. STORMWATER MANAGEMENT: CITY SERVICES

D. RECREATION: CITY LOCAL PARKS AND SURROUNDING CITIES

E. SCHOOLS AND PROJECTED NUMBER OF SCHOOL AGE CHILDREN: CITY

SCHOOLS / NONE AT THIS TIME

F. MAIN HIGHWAY ACCESS (A traffic study may be required): LOT IS

LOCATED IN PIONEER KEY I OFF OF SILVER SPAR RD

G. FIRE PROTECTION (NOTE: Fire flow data will be required before final platting):

CITY FIRE DEPARTMENT

 7/18/25
APPLICANT SIGNATURE DATE

City of Ocoee

PLEASE SET INSPECTIONCARDADDRESS

BUILDING DEPARTMENT

INSPECTION REPORT

Address:125 S CIRCLE KEY DR OCOEE FLORIDA 34761

Subdivision:PIONEER KEY PARK

Parcel ID:18-22-28-7122-01-250

Permit #:3290-2024

Permit Type:Residential Mobile Home

Applicant:OWNER-BUILDER

Type of Inspection:Residential Building Pre-inspection

Date of Inspection:Wed, Nov 06, 2024 at 10:58am

Inspection Result:Approved by Jaime Simons

REMARKS

Approved

The mobile home inspection is good

There is some exterior T111 siding on the rear that needs to be replaced and inspected at a later date.

The photos have been attached to this inspection

Inspector: Jaime Simons

City of Ocoee

BOUNDARY SURVEY

125 S. CIRCLE KEY DRIVE
OCOE, FLORIDA 34761

DESCRIPTION:

LOT 125, PIONEER KEY PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED ON PLAT BOOK 6, PAGES 77 THROUGH 86, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	20.00'	31.42'	S45°17'30"W	28.28'
C2	90°00'00"	10.00'	15.71'	S44°42'30"E	14.14'

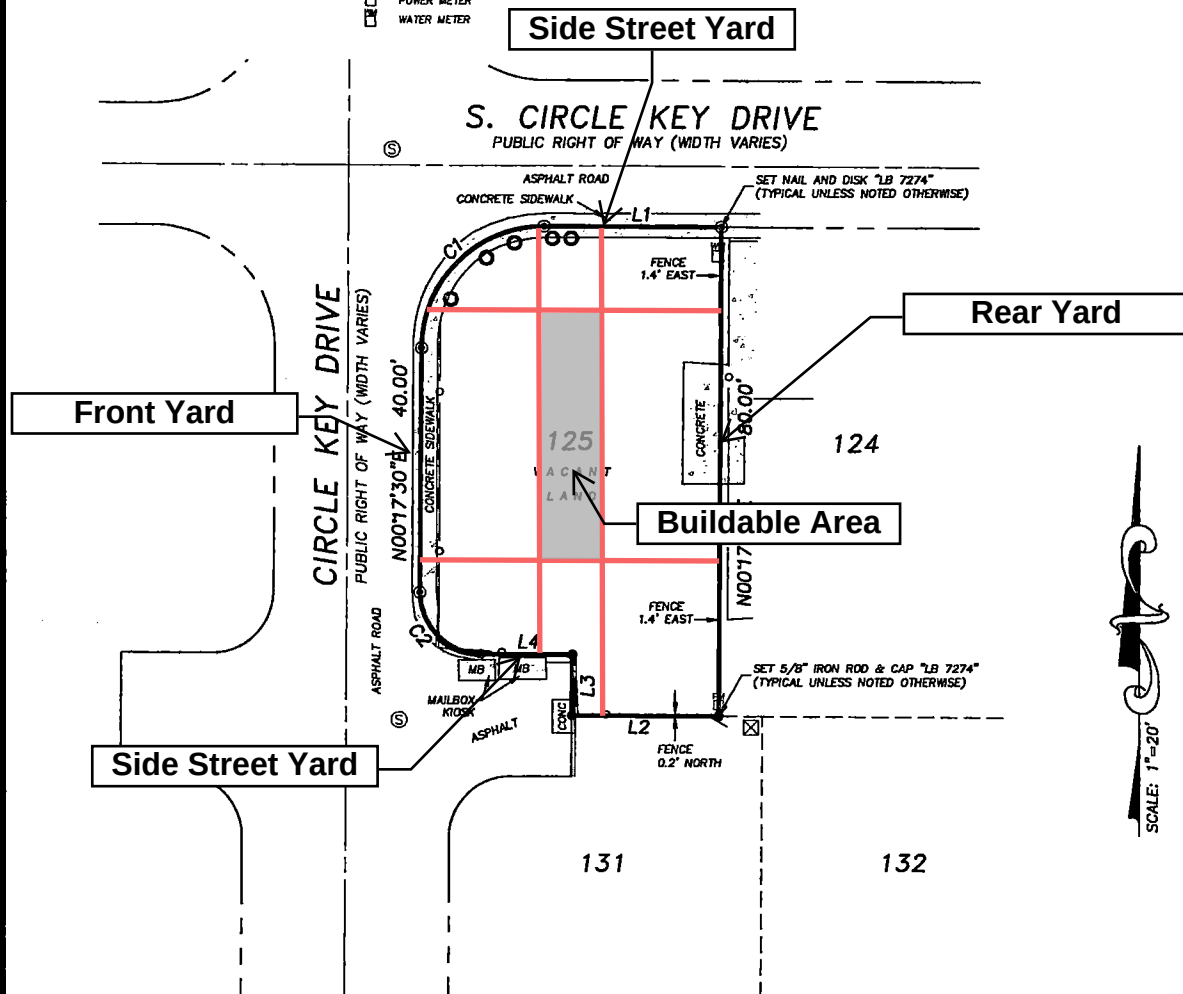
Line Table		
LINE #	DIRECTION	LENGTH
L1	N89°42'30"W	29.00'
L2	N89°42'30"W	24.00'
L3	N00°17'30"E	10.00'
L4	N89°42'30"W	15.00'

LEGEND/ABBREVIATIONS:

- LB LICENSED BUSINESS
- SET 5/8" IRON ROD AND CAP (TYPICAL UNLESS NOTED OTHERWISE)
- ⊙ SANITARY MANHOLE
- ☆ LIGHT POLE
- OHW — OVERHEAD UTILITY WIRES
- WOOD FENCE
- CHAIN LINK FENCE
- ⊠ TRANSFORMER PAD
- ⊞ POWER METER
- ⊞ WATER METER

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. REVISIONS DO NOT CONSTITUTE A RE-CERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 125 AS BEING N00°17'30"E (ASSUMED).
5. THE DESCRIPTION SHOWN HEREON WAS SUPPLIED BY THE CLIENT.
6. UNDERGROUND IMPROVEMENTS AND INSTALLATIONS HAVE NOT BEEN LOCATED.
7. THE LANDS SHOWN HEREON LIE ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD) ACCORDING TO "FIRM" MAP NO. 12095C0260 F, COMMUNITY NO. 120179, DATED SEPTEMBER 25, 2009.
8. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.



JOB NUMBER: 23069.000

SURVEY DATE: 7-12-2023
FIELD BY: T. CONARD
FIELD BOOK: 2304
PAGES: 9
FIELD FILE: 23069TC.MJF

DRAWING FILE: 23069.DWG



ARON D. BISHMAN, P.S.M.

Digitally signed
by Aron Bishman
Date: 2023.08.01
16:00:37 -04'00'

FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FLORIDA 34760
Phone No. 407.905.8877

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
125 S. CIRCLE KEY DRIVE – MOODY PROPERTY
VARIANCE REQUEST
CASE NUMBER: VR-25-02

NOTICE IS HEREBY GIVEN, that the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on **TUESDAY, NOVEMBER 18, 2025, at 6:15 P.M.** or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of Faye Moody for a variance according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code (LDC). The property is located at 125 S. Circle Key Drive and is assigned parcel ID # 18-22-28-7122-01-250.

Action Requested: The applicant is requesting a variance to Section 5-14A, and the corresponding Table 5-2 of Article V, of the Land Development Code, to encroach into the minimum 20-foot rear setback for a proposed 7-foot setback for the purpose of installing a mobile home on the property.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

November 6, 2025



STAFF REPORT

Meeting Date: November 18, 2025
Item #: 16

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director:
City Manager: Craig Shadrix

Subject: Public Hearing for Ocoee Village Center - New Grocery and Fuel Station Large-Scale Preliminary Site Plan (LSPSP); Project No. LS-2024-011. (Deputy Development Services Director Whitfield)

Background Summary: Owner/Applicant: The applicant/owner is Ocoee Development IV LLC, represented by Joshua Lockhart, P.E., with CPH LLC.

General Location: The property is located in Commission District 1 and is generally located in the southwest corner of the intersection of the new North Lakewood Avenue realignment and Clarcona Ocoee Road.

Property Size and Parcel ID No.: The subject property consists of four (4) parcels, specifically PID #s 05-22-28-6160-10-008, 05-22-28-6160-10-009, 05-22-28-0000-00-051, and 05-22-28-0000-00-050, as well as portions of the recently abandoned and vacated unimproved rights-of-way of North Lakewood Avenue and Clarcona Ocoee Road. Combined, the subject property contains approximately 6.9 acres.

Existing Site Conditions: The table below summarizes the existing conditions of the subject property.

Current Future Land Use Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Commercial	PUD-COMM	Vacant parcels	Property is within SR 429 Interchange Village Character Area. No unique features on the property. NOTE: Rights-of-way parcels have been abandoned and vacated.

The property is surrounded by the following jurisdictions, Future Land Use Map designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	City	Commercial	PUD-COMM	Clarcona Ocoee Road & Vacant land
South	City	High-Density Residential	PUD-HD	Banyan Cove Blvd & stormwater facilities

East	City	Commercial	PUD-COMM/PUD-HD	Commercial uses
West	City/County	Low-Density Residential (Per JPA FLUM)	City R-1A & County A-1	Residential uses

Proposed Development: The applicant is proposing a 48,585 SF retail building and a separate fuel station and associated parking, stormwater facilities, and other infrastructure. Building elevations are provided in the attachments. The proposed grocery/neighborhood market and fuel station are consistent with the approved Ocoee Village Center Planned Unit Development (PUD) Land Use Plan (LUP), as adopted by the City Commission on June 18, 2019, and later amended on October 3, 2023, for the Southwest Parcel # 1 in terms of use, building square footage, setbacks, and parking.

Parking: Parking proposed exceeds the minimum parking ratio of 3 spaces per 1,000 SF for commercial uses as provided for in the Interchange Village Character Area Design Plan.

Stormwater: Stormwater will be provided via an on-site stormwater system. Final stormwater calculations, engineering, and St. Johns River Water Management District (SJRWMD) permitting for drainage requirements will be reviewed during the Final Site Plan review.

Access: Access will be provided via North Lakewood Avenue and Westbridge Court (upon its completion).

Utilities: Sanitary sewer, potable water, and non-potable water will be provided by the City of Ocoee. Utilities Department comments have been provided to the applicant relative to utility engineering for the Final Site Plan.

Issue:

Should the Honorable Mayor and City Commissioners approve a Large-Scale Preliminary Site Plan for the Ocoee Village Center - New Grocery and Fuel Station development to be located on four (4) parcels assigned parcel ID #s 05-22-28-6160-10-008, 05-22-28-6160-10-009, 05-22-28-0000-00-051, and 05-22-28-0000-00-050 as well as portions of the abandoned and vacated unimproved rights-of-way of North Lakewood Avenue and Clarcona Ocoee Road?

Recommendations:

Development Review Committee (DRC) Recommendation:

The DRC considered this item at its Tuesday, October 7, 2025, meeting and, following discussion on aspects of the project for final engineering, made a unanimous recommendation of approval.

Planning and Zoning Commission (PZC) Recommendation:

The PZC considered this item at its Tuesday, October 14, 2025, meeting. Following discussions regarding the location of loading zone, landscaping, and pedestrian access/circulation, the PZC made a unanimous recommendation of approval.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the Large-Scale Preliminary Site Plan for the Ocoee Village Center - New Grocery and Fuel Station development to be located on four (4) parcels assigned parcel ID #s 05-22-28-6160-10-008, 05-22-28-6160-10-009, 05-22-28-0000-00-051, and 05-22-28-0000-00-050 as well as portions of the abandoned and vacated unimproved rights-of-way of North Lakewood Avenue and Clarcona Ocoee Road.

Attachments:

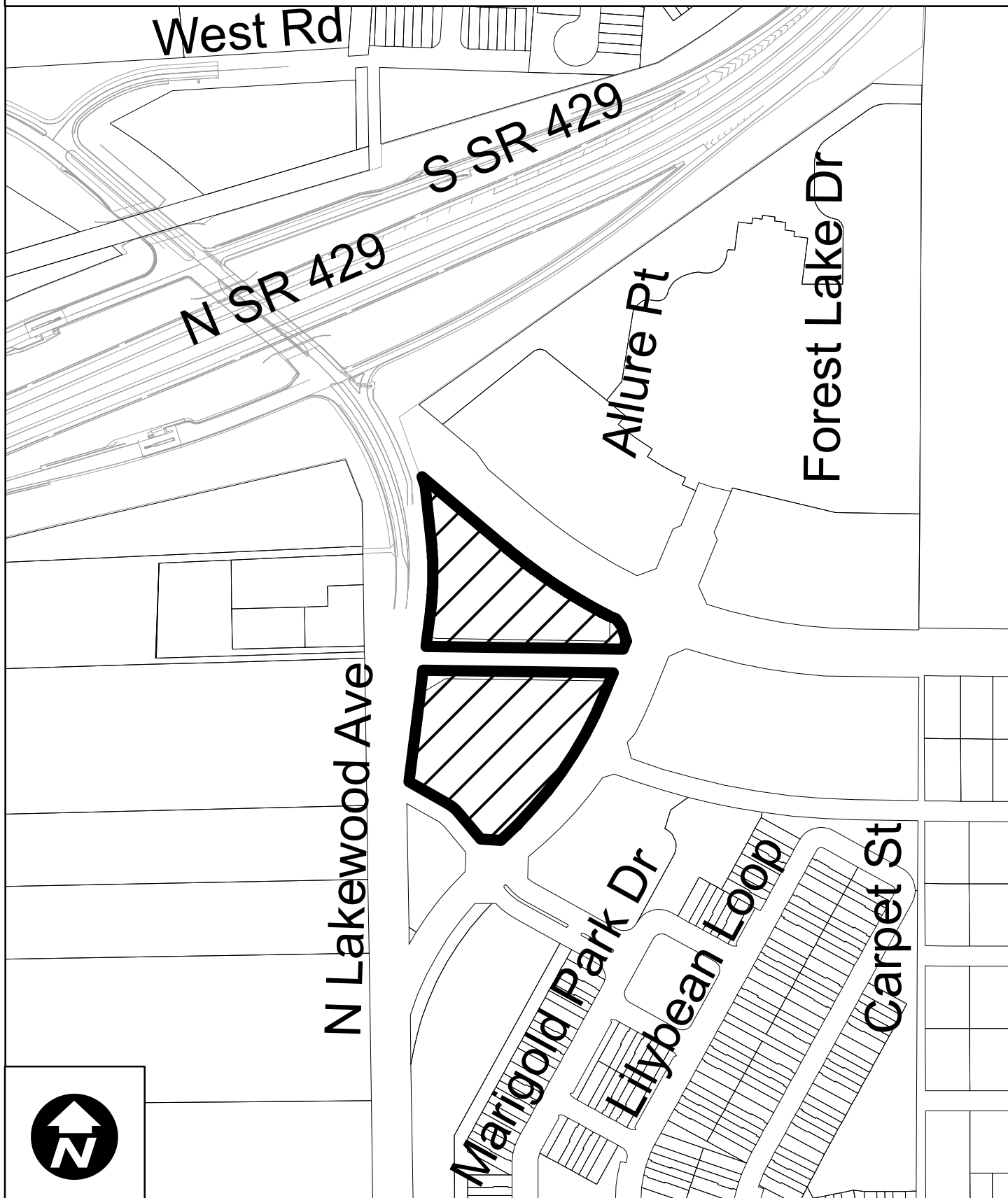
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Preliminary Site Plan
6. Preliminary Landscape & Irrigation Plan
7. Elevations & Renderings
8. Advertisement

Financial Impacts:

None.

Type of Item: Public Hearing

Ocoee Village Center New Grocery and Fuel Station Location Map



Ocoee Village Center New Grocery and Fuel Station Aerial Photography



Ocoee Village Center Grocery and Fuel Station Surrounding Future Land Use Map



Development Services
Department

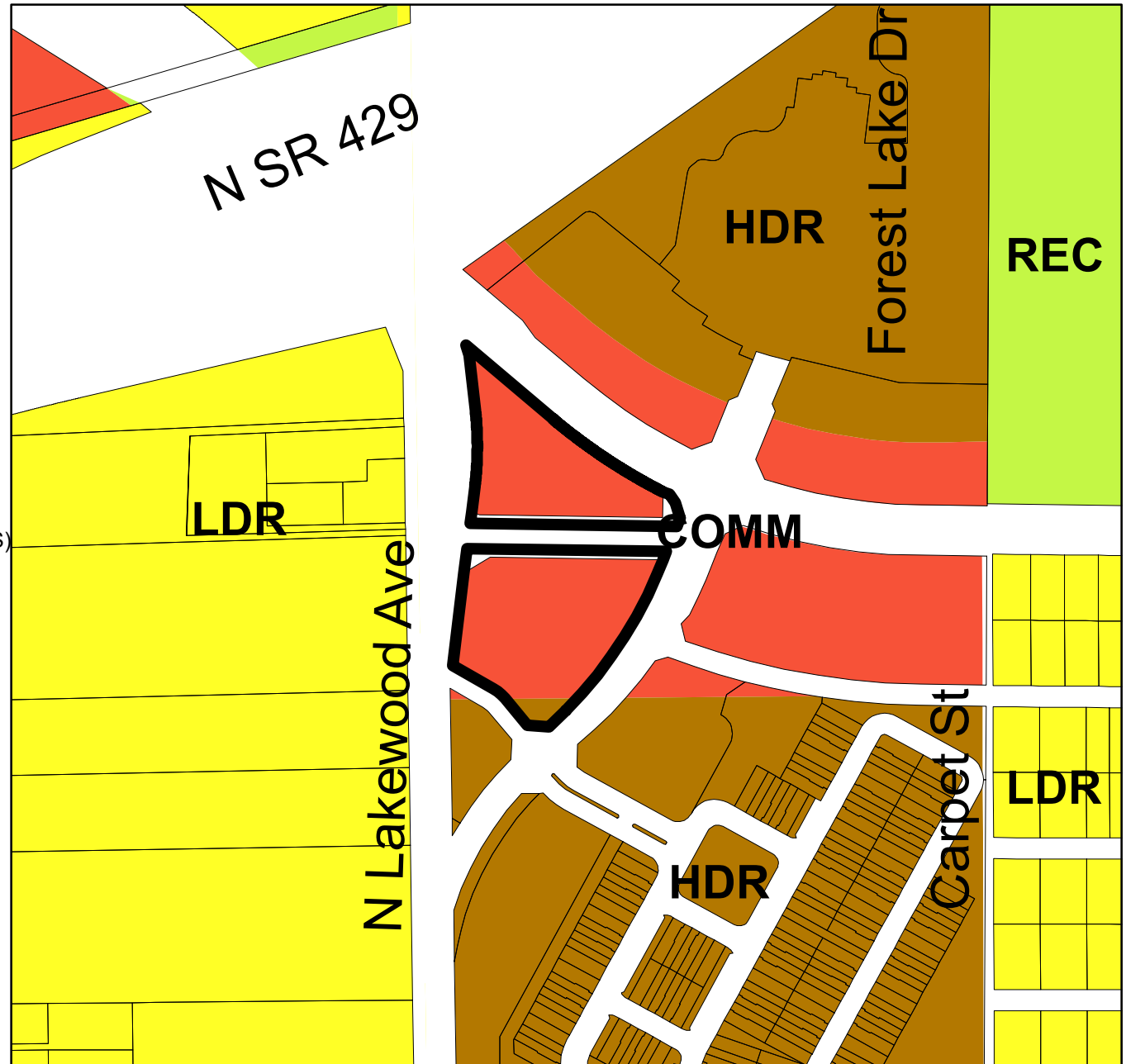
0 90 180 360
Feet

Created: October 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



Ocoee Village Center New Grocery and Fuel Station Surrounding Zoning Map



Development Services
Department

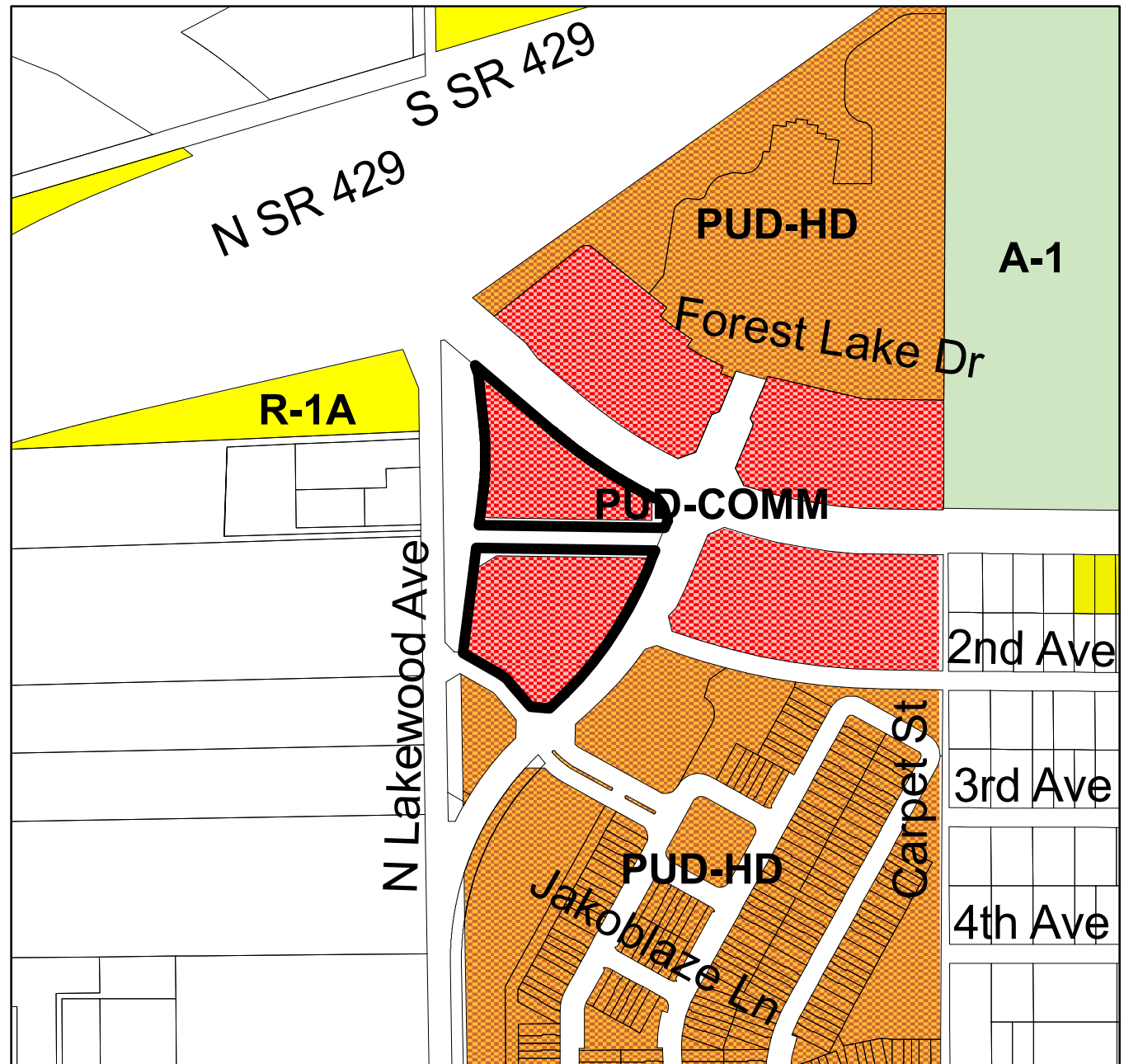
0 100 200 400
Feet

Created: October 2025

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
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-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



FOR

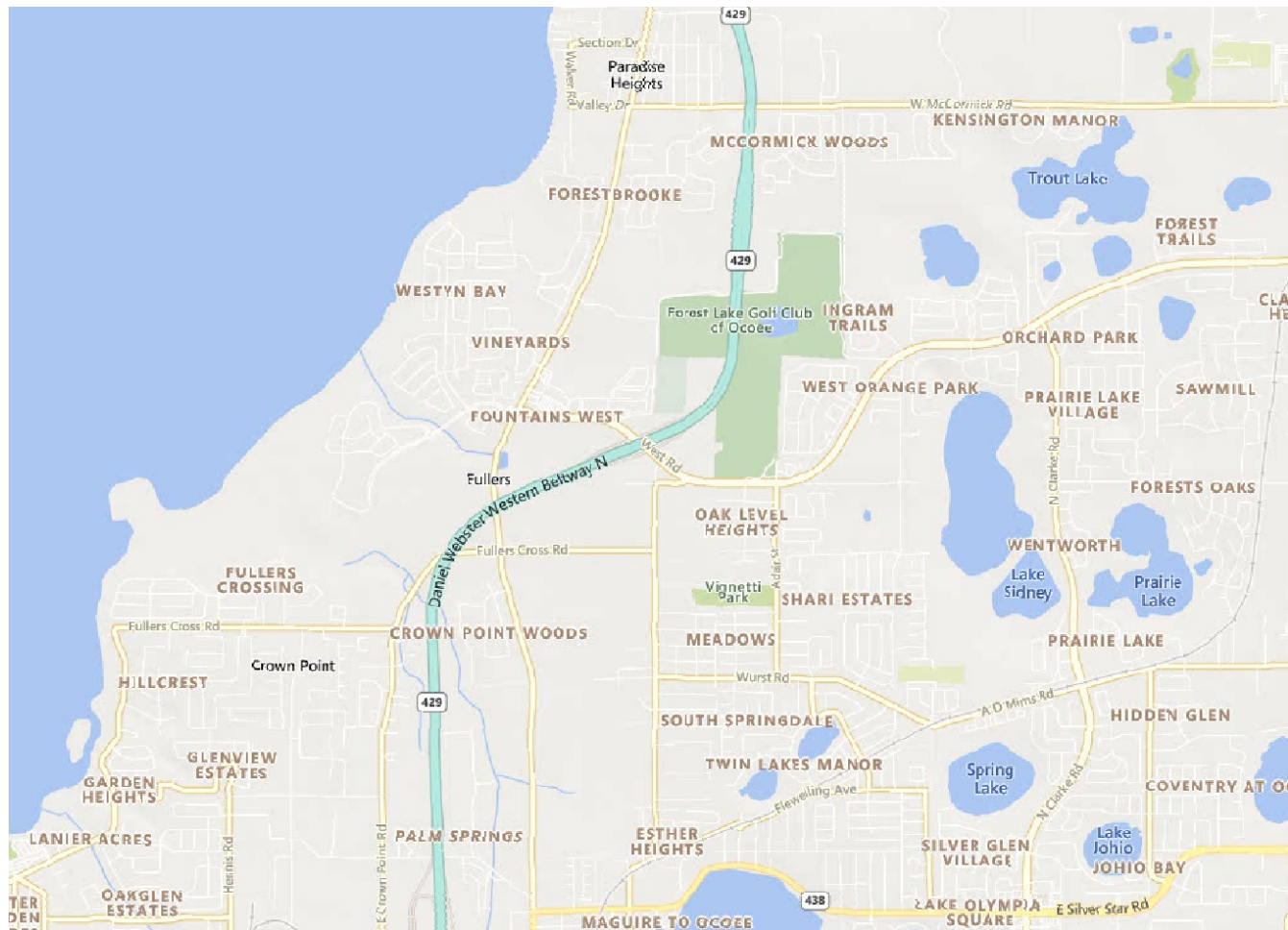
OCOOEE VILLAGE CENTER NEW GROCERY AND FUEL STATION

CITY OF OCOOEE, FLORIDA

SECTION 05 - TOWNSHIP 22 SOUTH - RANGE 28 EAST

PARCEL ID(S): 05-22-28-6160-10-008, 05-22-28-6160-10-009

05-22-28-000



C0.1	COVER SHEET
V0.1	BOUNDARY AND TOPOGRAPHIC SURVEY
V1.1	BOUNDARY AND TOPOGRAPHIC SURVEY
V1.2	BOUNDARY AND TOPOGRAPHIC SURVEY
V1.3	BOUNDARY AND TOPOGRAPHIC SURVEY
V1.4	BOUNDARY AND TOPOGRAPHIC SURVEY
V1.5	BOUNDARY AND TOPOGRAPHIC SURVEY
C0.2	GENERAL NOTES
C0.3	GENERAL NOTES
C0.4	SITE SPECIFIC NOTES
C1.1	OVERALL SITE PLAN
C1.2	SITE DIMENSION PLAN
C1.2A	DELIVERY TRUCK TURN
C1.2B	FIRE TRUCK TURN
C1.2C	FUEL STATION TRUCK TURN
C1.3	SITE GRADING PLAN
C1.3A	POND PROFILES
C1.4	COMPOSITE UTILITY PLAN
C1.6	FIRE FLOW TESTS
PH-1	PHOTOMETRIC PLAN
C3.1	ENLARGED GAS STATION SITE PLAN
C3.2	ENLARGED FUEL UTILITIES SITE PLAN
C3.3	ENLARGED FUEL GRADING SITE PLAN
C4.1	SWPPP NOTES
C4.2	SWPPP IMPLEMENTATION SEQUENCE AND LIMITS OF WORK
C4.3	PHASE 1 EROSION AND SEDIMENTATION CONTROL PLAN
C4.4	PHASE 2 EROSION AND SEDIMENTATION CONTROL PLAN
C4.5	SWPPP DETAILS
C4.6	SWPPP DETAILS
C4.7	SWPPP DETAILS
C4.8	SWPPP DETAILS
C4.9	PICKUP WAYFINDING SIGN PLAN
C5.0	PARKING PAVEMENT DETAILS
C5.1	PAVEMENT MARKINGS DETAILS
C5.2	PAVEMENT MARKINGS DETAILS
C5.3	GENERAL DETAILS
C5.4A	DUMPSTER DETAILS
C5.4B	MONUMENT AND FENCING DETAILS
C5.4C	FENCING AND COLUMN DETAILS
C5.5	CITY UTILITY DETAIL
C5.6	CITY UTILITY DETAIL
C5.7	CITY UTILITY DETAIL
L1.0	OVERALL PRELIMINARY LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L1.4	LANDSCAPE PLAN
L1.5	LANDSCAPE PLAN

L5.0	LANDSCAPE DETAILS
L5.1	LANDSCAPE NOTES AND PLANT LIST
MOT.1	MAINTENANCE OF TRAFFIC
MOT.2	MAINTENANCE OF TRAFFIC
MOT.3	MAINTENANCE OF TRAFFIC
MOT.4	MAINTENANCE OF TRAFFIC
MOT.5	MAINTENANCE OF TRAFFIC
MOT.6	MAINTENANCE OF TRAFFIC
R1.0	FDOT DRIVEWAY & SIDEWALK CONNECTION PLAN

GENERAL PROVISIONS

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE A PRE-CONSTRUCTION VIDEO (.MP4, .MPG, .WMV, .MOV OR APPROVED EQUAL) ALONG THE PROPOSED ROUTE IN ACCORDANCE WITH THE SPECIFICATIONS. THE FILES SHALL BE SAVED IN DIGITAL FORMAT ON A PORTABLE USB HARD/FLASH DRIVE OR APPROVED EQUAL, AND SHALL BE ABLE TO BE PLAYED BACK ON ANY WINDOWS COMPATIBLE COMPUTER. IN PARTICULAR, THE VIDEO SHALL DOCUMENT THE CONDITION OF EXISTING DRIVEWAYS, BUILDINGS, STRUCTURES, MAILBOXES, SIGNS, FENCES, AND LANDSCAPING ALONG PROPOSED CONSTRUCTION AREAS.
2. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

3. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INSPECTION PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

4. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

5. BASE SURVEY INFORMATION INCLUDING BUT NOT LIMITED TO ELEVATIONS, EASEMENTS, RIGHTS OF WAY, AND OTHER TOPOGRAPHIC INFORMATION HAS BEEN PREPARED BY OTHER PROFESSIONALS. CPH, LLC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION.

6. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS, WHICH CONTAIN THE NAME, ADDRESS, AND LOGO OF THE PROFESSIONAL. CPH, LLC IS NOT RESPONSIBLE FOR DRAWINGS PREPARED BY OTHER PROFESSIONALS.

7. SUBMIT ELECTRONIC COPIES (PDF FORMAT) OF EACH SHOP DRAWING AND PRODUCT DATA TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. PRIOR TO SUBMISSION, THE CONTRACTOR SHALL THOROUGHLY CHECK SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES FOR COMPLETENESS AND FOR COMPLIANCE WITH THE CONSTRUCTION PLANS AND SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND SHALL COORDINATE THE SHOP DRAWINGS WITH THE REQUIREMENTS FOR OTHER RELATED WORK. THE CONTRACTOR'S RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTALS IS NOT RELIEVED BY THE ENGINEER'S REVIEW OF SUBMITTALS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING AT THE TIME OF SUBMISSION, OF DEVIATIONS IN SUBMITTALS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

8. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.

9. THE CONTRACTOR IS RESPONSIBLE FOR ALL QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE (A) PIPING AND STRUCTURAL EXCAVATION, BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; (B) DETERMINATION OF COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS; (C) PORTLAND CEMENT CONCRETE AND ASPHALT PAVING QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING.

10. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.

11. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER, APPROVED BY THE ENGINEER, AND COMPLYING WITH THE LATEST EDITION OF THE RECOMMENDED REQUIREMENTS FOR INDEPENDENT LABORATORY QUALIFICATION, PUBLISHED BY THE AMERICAN COUNCIL OF INDEPENDENT LABORATORIES.

12. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.

13. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.

14. ALL TREES, SHRUBS AND SOD SHALL HAVE A VALID AND CURRENT STATE OF FLORIDA, DIVISION OF PLANT INDUSTRY (DPI) INSPECTION CERTIFICATION PRIOR TO BEING TRANSPORTED TO THE CONSTRUCTION SITE. SUBMIT THE DPI CERTIFICATION TO THE ENGINEER WITH A COPY OF THE CERTIFICATION AND A PHOTOGRAPH OF THE TREE OR SHRUB.

15. THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL NOTES (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY ENGINEER) SHALL BE FOLLOWED.

16. AS-BUILTS TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH THE SECTION 3.01.05 OF THE ENGINEERING MANUAL, IN THE FOLLOWING FORMATS:
a. 1 PDF COPY
b. CAD COPY DRAWN IN STATE PLAN COORDINATES.

17. ALL FINISHED FLOOR ELEVATION WILL EXCEED THE 100-YEAR FLOOD PLAN BY A MINIMUM OF TWO FEET (2').

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY, OR IS BASED ON UTILITY DRAWINGS, MAPS, OR FIELD RECONNAISSANCE.

2. THE LOCATION, MATERIAL TYPE, AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL CONDUCT ALL INVESTIGATIONS NEEDED TO DETERMINE THE HORIZONTAL AND VERTICAL ELEVATIONS OF EXISTING UTILITIES THAT WILL BE CONNECTED TO, CROSSED, OR OTHERWISE BE LOCATED IN THE VICINITY OF THE PROPOSED CONSTRUCTION. AT PROPOSED CONNECTIONS, INVESTIGATIONS SHALL EXTEND BEYOND THE POINT OF CONNECTION AS NEEDED TO ADJUST PROPOSED CONNECTION POINTS DUE TO THE EFFECTS OF DEPTH, GRADE, OR OTHER FACTORS. INVESTIGATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE COST OF TRAFFIC CONTROL AND RESTORATION IS INCIDENTAL TO THE CONTRACT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITIES OF THE CONSTRUCTION AND TO MAKE THE NECESSARY ARRANGEMENTS TO PROTECT ALL EXISTING UTILITIES. ANY UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE OWNER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.

3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING "811" AT LEAST TWO (2) DAYS AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THE SERVICE. THE CONTRACTOR SHOULD CONTACT ALL NON-PARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION.

4. THE UTILITY PROVIDERS NOTED ON THE COVER SHEET HAVE PREVIOUSLY INDICATED THAT THEY MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA.

5. THE CONTRACTOR SHALL KEEP LOCATE TICKETS UP TO DATE AT ALL TIMES.

6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH EACH UTILITY AND ALL COSTS ASSOCIATED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE NECESSARY RELATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.

7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPING ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNNECESSARY INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER AND THE ENGINEER.

8. TYPICAL DETAILS AND PROPOSED CONSTRUCTION AS SHOWN ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE PROPOSED CONSTRUCTION TO SUIT FIELD CONDITIONS, PROVIDED IT COMPLIES WITH THE PROJECT SPECIFICATIONS AND APPROVAL, IS RECEIVED FROM THE ENGINEER, WHERE SUCH PROPOSED REVISIONS DEVIATE FROM THE DEEP CONSTRUCTION PERMIT, THEN SUCH REVISIONS WILL ALSO REQUIRE APPROVAL FROM FDEP.
9. FOR EACH RESPECTIVE PIPELINE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, SIZE, MATERIAL, TYPE, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE CROSSED OR CONNECTED TO. IF THE CONTRACTOR DEEMS NECESSARY (A) A CHANGE IN ALIGNMENT OR DEPTH, OR THE NEED FOR ADDITIONAL FITTINGS, BENDS, OR COUPLINGS, WHICH REPRESENT A DEPARTURE FROM THE CONTRACT DRAWING, OR (B) A NEED FOR RELOCATION OF EXISTING UTILITIES, THEN DETAILS OF SUCH DEPARTURES, RELOCATIONS, OR ADDITIONAL FITTINGS, INCLUDING CHANGES IN RELATED PORTIONS OF THE PROJECT AND THE REASONS THEREFORE, SHALL BE SUBMITTED WITH SHOP DRAWINGS. APPROVED DEPARTURES FROM THE CONTRACTOR'S CONVENIENCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

10. THE CONTRACTOR SHALL PROVIDE, AT HIS OWN EXPENSE, ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT. MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRE-TESTING PRIOR TO NOTIFICATION.

RECORD DRAWING REQUIREMENTS

1. RECORD DRAWINGS SHALL DEPICT SURVEYED AS-BUILT INFORMATION INCLUDING HORIZONTAL AND VERTICAL LOCATIONS AS REQUIRED BELOW. RECORD DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER AT LEAST THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY.

2. ALL RECORD DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR IN ACCORDANCE USING CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER. AS-BUILT INFORMATION SHALL BE FIELD VERIFIED, MEASURED, ADDED TO THE AS-BUILT FILES OF THE CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER, AND CERTIFIED, SIGNED AND SEALED BY THE CONTRACTOR'S LICENSED SURVEYOR WHO WILL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND ELEVATIONS. SHEET SIZES AND THE SCALE OF THE RECORD DRAWINGS SHALL MATCH SHEET SIZING AND SCALE OF THE CONSTRUCTION PLANS. ADD BLOWUP DETAILS IF NECESSARY.

3. THE SURVEYED AS-BUILT INFORMATION SHALL BE VERTICALLY BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD 88) AND THE COORDINATE SYSTEM SHALL BE BASED HORIZONTALLY ON THE NORTH AMERICAN DATUM (NAD83) (1996 ADJUSTMENT). THE AS-BUILT SURVEY SHALL BE REFERENCED TO THE PROJECT BENCHMARKS AND SHALL BE REFERENCED TO THE STATE PLANE COORDINATES.

4. ALL INLETS, MANHOLES, STRUCTURES, VALVES, VALVE BOXES, HYDRANTS, BLOW OFFS, SAMPLE POINTS, METER BOXES, SIDEWALK, BOLLARDS, ETC. SHALL BE CLEARLY SHOWN. VERTICAL ELEVATIONS SHALL BE SURVEYED AS FOLLOWS: VALVES (OPERATING NOI), UTILITY PRESSURE MAINS (TOP OF CENTER OF PIPE), HYDRANTS (OPERATING NOI), METER BOXES (TOP OF BOX), AIR RELEASE VALVES (TOP OF ENCLOSURE AND GRADE AT THE BASE OF THE ENCLOSURE), BLOW OFFS (TOP OF BOX), PUMP STATION VET WELLS (TOP OF VET WELL), GRAVITY SEWER INVERTS AND DIAMETERS, FORCE MAIN TOP OF PIPE AND DIAMETERS, STRUCTURAL INVERTS, PUMP STATION VALVE VAULTS (TOP OF VAULT), TOP OF PIPELINES AND DIAMETERS, VAULT INVERTS, SIDEWALK, LANDINGS AND RAMPS (TOP AND BOTTOM ELEVATIONS AND CROSS SLOPES AT EACH END OF THE RAMP, ALL FOUR CORNERS OF LANDING AREAS).

5. THE SURVEYED AS-BUILT LOCATION OF THE NEWLY CONSTRUCTED FACILITIES SHALL BE IN AN ACAD OVERALL BASE DRAWING WHICH IS IN STATE PLANE. PROVIDING "PAPER SPACE" VIEWS THAT ARE NOT IN STATE PLANE OF THE CONSTRUCTED FACILITIES IS NOT ACCEPTABLE. PROVIDING NORTHING AND EASTING POINT TABLES ON SEPARATE NEW SHEETS ADDED TO THE CONSTRUCTION PLANS IS NOT ACCEPTABLE. THE AS-BUILT NORTHING AND EASTING DATA MUST BE ON THE INDIVIDUAL CONSTRUCTION PLAN SHEETS WITH WHICH THE DATA APPLIES.

6. THE AS-BUILT INFORMATION IS TO INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

- A. HORIZONTAL LOCATIONS AND VERTICAL ELEVATIONS FOR ALL UTILITY AND STORM STRUCTURES INCLUDING BUT NOT LIMITED TO MANHOLES, INLETS AND CLEANOUTS, INCLUDING STRUCTURE TOP AND INVERT ELEVATIONS.
- B. DISTANCE ALONG PIPELINES BETWEEN STRUCTURES, PIPELINE DIAMETER AND TYPE OF MATERIAL, AND FINISH GRADE ELEVATIONS ALONG THE CONSTRUCTED PIPELINE.
- C. STORMWATER POND TOP OF BERM AND POND BOTTOM ELEVATIONS AND HORIZONTAL DIMENSIONS MEASURED AT A MINIMUM OF TEN LOCATIONS PER POND, AT LOCATIONS DESIGNATED BY THE ENGINEER, PROVIDE SPOT ELEVATIONS AND CONTOURS, TOP OF POND HORIZONTAL DIMENSIONS, INCLUDING THE BERM WIDTH ARE ALSO TO BE TIED TO PROPERTY CORNERS, EASEMENTS, AND RIGHTS-OF-WAY.
- D. STORMWATER CONTROL STRUCTURE DIMENSIONS AND ELEVATIONS, INCLUDING ALL WEIRS, SLOTS, ORIFICES (INCLUDING DIAMETER AND TYPE OF MATERIAL), GRATES, AND SKIMMERS.
- E. STORMWATER CONVEYANCE SYSTEMS INCLUDING DIMENSIONS, ELEVATIONS, CONTOURS, AND CROSS SECTIONS.
- F. HORIZONTAL LOCATIONS (STATE PLANE COORDINATES) AND VERTICAL ELEVATIONS (TOP OF PIPE, FITTING, AND GRADE ELEVATIONS) OF ALL UTILITY MAINS, VALVES, FITTINGS, CONNECTION POINTS, ETC. PROVIDE VERTICAL ELEVATIONS (TOP OF PIPE AND GRADE ELEVATION) AT EACH END AND EVERY 100-FT ALONG THE UTILITY MAIN. PROVIDE THE UTILITY MAIN DIAMETER AND PIPE MATERIAL. WHERE PIPE MATERIAL CHANGES, PROVIDE THE HORIZONTAL AND VERTICAL INFORMATION AT EACH LOCATION.
- G. VERTICAL ELEVATIONS OF ALL PIPELINES AT CROSSINGS OF POTABLE WATER MAINS (WHETHER THE WATER MAIN IS EXISTING OR NEW) IN ORDER TO DOCUMENT THAT THE MINIMUM REQUIRED VERTICAL SEPARATION HAS BEEN MET.
- H. VERTICAL ELEVATIONS OF THE TOP OF CASING AND TOP OF CARRIER PIPE MEASURED AT EACH END OF CROSSINGS THAT HAVE BEEN JACK AND BORED.
- I. HORIZONTAL LOCATIONS (STATE PLANE COORDINATES) AND STATIONS AND OFFSETS OF EACH END OF STEEL CASING PIPE (ALSO PROVIDE DISTANCE FROM EDGE OF PAVEMENT AND ADJACENT RIGHT-OF-WAY LINES).
- J. PIPELINE THAT IS DIRECTIONAL BORED IS TO BE HORIZONTALLY AND VERTICALLY LOCATED EVERY 20' ALONG THE BORE. PROVIDE THIS INFORMATION BY SUBMITTING BORING LOGS AND BY DRAWING THE AS-BUILT VERTICAL AND HORIZONTAL LOCATIONS OF THE BORED PIPELINE ON THE RECORD DRAWINGS BASED ON THE IN-PLACE PLANE COORDINATES AT EACH END OF DIRECTIONAL BORED PIPELINE.
- K. PAVEMENT WIDTH AND ELEVATIONS AT THE CENTERLINE AND EDGE OF PAVEMENT EVERY 200 FEET PLUS AT ALL CHANGES IN LONGITUDINAL, CROSS SLOPE, INLET LOCATIONS, AND AT ALL DRIVEWAY AND STREET INTERSECTIONS. FOR PARKING LOTS, RECORD CENTERLINE AND EDGE OF PAVEMENT ELEVATIONS ALONG ALL DRIVE AISLES AND ISLANDS.
- L. ALL PARKING AREAS, SIDEWALK, SIDEWALK RAMPS, LANDING AREAS, AND RAMPS DESIGNATED FOR HANDICAP ACCESS SHALL CONTAIN HORIZONTAL AND VERTICAL MEASUREMENTS IN ORDER TO VERIFY REQUIRED WIDTHS, SLOPES, AND CROSS SLOPES HAVE BEEN MET. PROVIDE BUILDING FINISH FLOOR ELEVATIONS AT ALL BUILDING ACCESS POINTS.
- M. HORIZONTAL AND VERTICAL DATA FOR ANY CONSTRUCTION THAT DEVIATES FROM THE APPROVED ENGINEERING DRAWINGS.
- N. WHERE THE PLANS CONTAIN SPECIFIC HORIZONTAL LOCATION DATA, SUCH AS STATION AND OFFSET, THE RECORD DRAWINGS ARE TO REFLECT THE ACTUAL HORIZONTAL LOCATION.
- O. WHERE THE PLANS CONTAIN SPECIFIC VERTICAL ELEVATION DATA, THE RECORD DRAWINGS ARE TO REFLECT THE ACTUAL MEASURED VERTICAL ELEVATION.

7. RECORD DRAWINGS ARE TO BE PREPARED BY THE CONTRACTOR, CERTIFIED BY THE CONTRACTOR'S LICENSED SURVEYOR, AND DELIVERED TO THE ENGINEER FOR REVIEW. THE ENGINEER WILL REVIEW THE DRAWINGS FOR COMPLETENESS IN ACCORDANCE WITH THE REQUIREMENTS OF THESE NOTES WITHIN SEVEN (7) FULL WORKING DAYS. FOR PRELIMINARY REVIEW, SUBMITTAL IN ACAD AND PDF FORMAT IS SUFFICIENT AND SIGNED AND SEALED COPIES ARE NOT NECESSARY. FINAL SUBMITTAL OF COMPLETE RECORD DRAWINGS SHALL CONSIST OF ONE SET SUBMITTED AND SEALED BY THE CONTRACTOR'S LICENSED SURVEYOR PLUS ACAD AND PDF FILES OF THE RECORD DRAWINGS DELIVERED TO THE ENGINEER. IF THE DRAWINGS ARE FOUND TO BE INCOMPLETE OR INACCURATE, THE DRAWINGS WILL BE RETURNED TO THE CONTRACTOR FOR CORRECTION.

8. IN CASES WHERE THE OWNER DETERMINES PARTIAL CLEARANCES FROM PERMITTING AGENCIES ARE BENEFICIAL TO THE OWNER FOR COMPLETED PORTIONS OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT A REQUEST FOR PARTIAL CLEARANCE APPLICATIONS TO THE OWNER. THESE PRELIMINARY RECORD DRAWINGS SHALL INCLUDE THE FOLLOWING: HORIZONTAL LOCATIONS AND VERTICAL ELEVATIONS AS INDICATED IN ITEM 6 PLUS TEMPORARY WATER MAIN SAMPLE POINT LOCATIONS (REQUIRED FOR NEW WATER MAINS ONLY).

9. COMPLETE SIGNED AND SEALED RECORD DRAWINGS ARE REQUIRED TO BE DELIVERED TO THE OWNER PRIOR TO FINAL INSPECTION OF THE PROJECT. FINAL INSPECTIONS WILL ONLY BE SCHEDULED UPON RECEIPT OF SIGNED AND SEALED RECORD DRAWINGS THAT HAVE BEEN REVIEWED BY THE ENGINEER AND DELIVERED BY THE ENGINEER TO THE OWNER.

EROSION AND SEDIMENT CONTROL

1. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. SEDIMENT CONTROL, CONSISTS OF SILT FENCING (SEDIMENT BARRIER) AND FLOATING TURBIDITY BARRIERS PER DETAILS ON THE DRAWINGS. EROSION CONTROL CONSISTS OF SEEDING AND MULCHING, HYDROSEEDING, SOULING, WETTING SURFACES, PLACEMENT OF COARSE AGGREGATE, TEMPORARY BARE SOIL, AND OTHER MEASURES AS DIRECTED BY THE ENGINEER. OWNER HAS AUTHORITY TO LIMIT SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY CLEARING AND GRUBBING, EXCAVATION, TRENCHING, BORROW AND EMBANKMENT OPERATIONS. OWNER ALSO HAS AUTHORITY TO DIRECT CONTRACTOR TO PROVIDE IMMEDIATE PERMANENT OR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.

2. CONTRACTOR SHALL RESPOND TO EROSION AND SEDIMENT CONTROL MAINTENANCE REQUIREMENTS OR IMPLEMENT ADDITIONAL MEASURES TO CONTROL EROSION ORDERED BY OWNER OR GOVERNING AUTHORITIES WITHIN 48 HOURS OR SOONER IF REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
3. CONTRACTOR WILL BE REQUIRED TO INCORPORATE PERMANENT EROSION CONTROL FEATURES INTO PROJECT AT EARLIEST PRACTICAL TIME TO MINIMIZE NEED FOR TEMPORARY CONTROLS.

4. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS REPRESENT A MINIMUM REQUIREMENT. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES NEEDED IN ORDER TO PREVENT THE TRANSFER OF SEDIMENT FROM THE PROJECT AREA AND PREVENT THE EROSION OF SURFACES DURING CONSTRUCTION, AS NEEDED TO PROTECT ADJACENT PROPERTIES AND WATER BODIES.

5. GRASSES ALONG DISTURBED AREAS WITHIN 7 DAYS OF INITIAL DISTURBANCE. TYPE OF GRASSING SHALL BE AS FOLLOWS: TEMPORARY GRASSING TO BE SODDING AT ALL DRAINAGE AREAS, SWALES AND DITCHES, AND WHERE SLOPES ARE STEEPER THAN 5:1. TEMPORARY GRASSING TO BE HYDROSEEDING OR SEED AND MULCH AT ALL OTHER LOCATIONS UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS OR SPECIFICATIONS.

6. INSPECT EVERY TWO WEEKS DURING CONSTRUCTION. REMOVE ANY SEDIMENT BUILD-UP, REPAIR AND REINSTALL ANY DAMAGED OR MISSING SEDIMENT CONTROL MEASURES. INSTALL ADDITIONAL MEASURES IF INSPECTION REVEALS ADDITIONAL SEDIMENTATION CONTROL IS NECESSARY.

7. AREAS TO BE PAVED SHALL BE TREATED WITH A BITUMINOUS PRIME COAT AND SANDED TO MINIMIZE EROSION, WHERE PAVING IS SCHEDULED TO OCCUR MORE THAN 48 HOURS AFTER INSTALLATION OF BASE COURSE. AREAS TO RECEIVE CONCRETE PAVING SHALL BE EITHER PROTECTED WITH A LAYER OF FOOT COARSE AGGREGATE MATERIAL SHALL BE PAVED WITHIN 48 HOURS OF INSTALLATION OF THE SUBGRADE. INSTALL FINAL SURFACE COURSES WITHIN 14 DAYS AFTER REMOVAL OF EXISTING PAVEMENT.

STORMWATER POLLUTION PREVENTION REQUIREMENTS

1. CONSTRUCTION OF THIS PROJECT IS REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DEEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES.

2. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. COPIES OF THE NPDES GENERIC PERMIT, NOI, AND NOT FORMS, AND THE APPLICATION FOR SUBMITTAL OF THE NOI AND NOT FORMS, SHALL BE AVAILABLE FOR DOWNLOAD FROM FDEP.

3. THE SWPPP SHALL LIST ALL THE CONTRACTORS OR SUBCONTRACTORS WHO WILL BE CONDUCTING CONSTRUCTION ACTIVITIES AT THE SITE, AND IDENTIFY THE AREAS OF THE SITE IN WHICH THEY WILL BE WORKING. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE SWPPP MUST SIGN A COPY OF THE CERTIFICATION STATEMENT CONTAINED IN THE SWPPP BEFORE CONDUCTING ANY CONSTRUCTION ACTIVITIES AT THE SITE. THE CERTIFICATIONS MUST HAVE THE WAREHOUSE STYLE OF THE CERTIFICATION, THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE CONTRACTING FIRM, AND THE SIGNATURE DATE. THESE STATEMENTS MUST BE MAINTAINED IN THE SWPPP FILE ON SITE.

4. THE SWPPP SHALL DESCRIBE AND ENSURE THE IMPLEMENTATION OF BEST MANAGEMENT PRACTICES WHICH WILL BE USED TO REDUCE THE POLLUTANTS IN STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY AND TO ASSURE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE NPDES GENERIC PERMIT. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THESE DRAWINGS ARE THE MINIMUM REQUIRED THAT ARE TO BE INSTALLED PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH APPLICABLE RULES, REGULATIONS AND WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROLS TO MEET THESE REQUIREMENTS.

5. THE SWPPP SHALL BE COMPLETED PRIOR TO SUBMITTAL OF THE NOI AND SHALL INCLUDE THE ELEMENTS NECESSARY TO COMPLY WITH THE NPDES GENERIC PERMIT AND SHALL ALSO INCLUDE ALL LOCAL GOVERNING AGENCY AND OWNER REQUIREMENTS. THERE MAY BE MORE STRINGENT LOCAL GOVERNMENT OR OWNER REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL, WHICH WOULD BE LOCATED IN THE SPECIFICATIONS OR ELSEWHERE ON THESE DRAWINGS.

6. THE CONTRACTOR MUST FILE THE NOI WITH FDEP AND THE OWNER AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO SUBMIT A COPY OF THE NOI TO THE MSA OPERATOR FOR ALL PROJECTS THAT DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY TO A MSA OPERATOR. A COPY OF THE NOI AND A DESCRIPTION OF THE PROJECT MUST BE POSTED IN A PROMINENT PLACE FOR PUBLIC VIEWING AT THE CONSTRUCTION SITE.

7. THE SWPPP MUST BE IMPLEMENTED AT THE START OF CONSTRUCTION. A COMPLETE COPY OF THE SWPPP, INCLUDING COPIES OF ALL INSPECTION REPORTS, PLAN REVISIONS, ETC., MUST BE RETAINED AT THE PROJECT SITE AT ALL TIMES DURING WORKING HOURS AND KEPT IN THE PERMANENT PROJECT RECORDS FOR AT LEAST THREE YEARS FOLLOWING SUBMISSION OF THE NOI.

8. FINAL STABILIZATION MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER (EVENLY DISTRIBUTED, WITHOUT LARGE BARE AREAS) WITH A DENSITY OF AT LEAST 70% FOR ALL UNPAVED AREAS AND AREAS NOW COVERED BY PERMANENT STRUCTURES HAS BEEN ESTABLISHED OR EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS GEOTEXTILES) HAVE BEEN EMPLOYED. ONCE CONSTRUCTION IS COMPLETED AND FINAL STABILIZATION HAS BEEN ACHIEVED, THE CONTRACTOR MUST FILE THE NOI TO FDEP, THE OWNER, AND THE MSA OPERATOR WITHIN 14 DAYS.

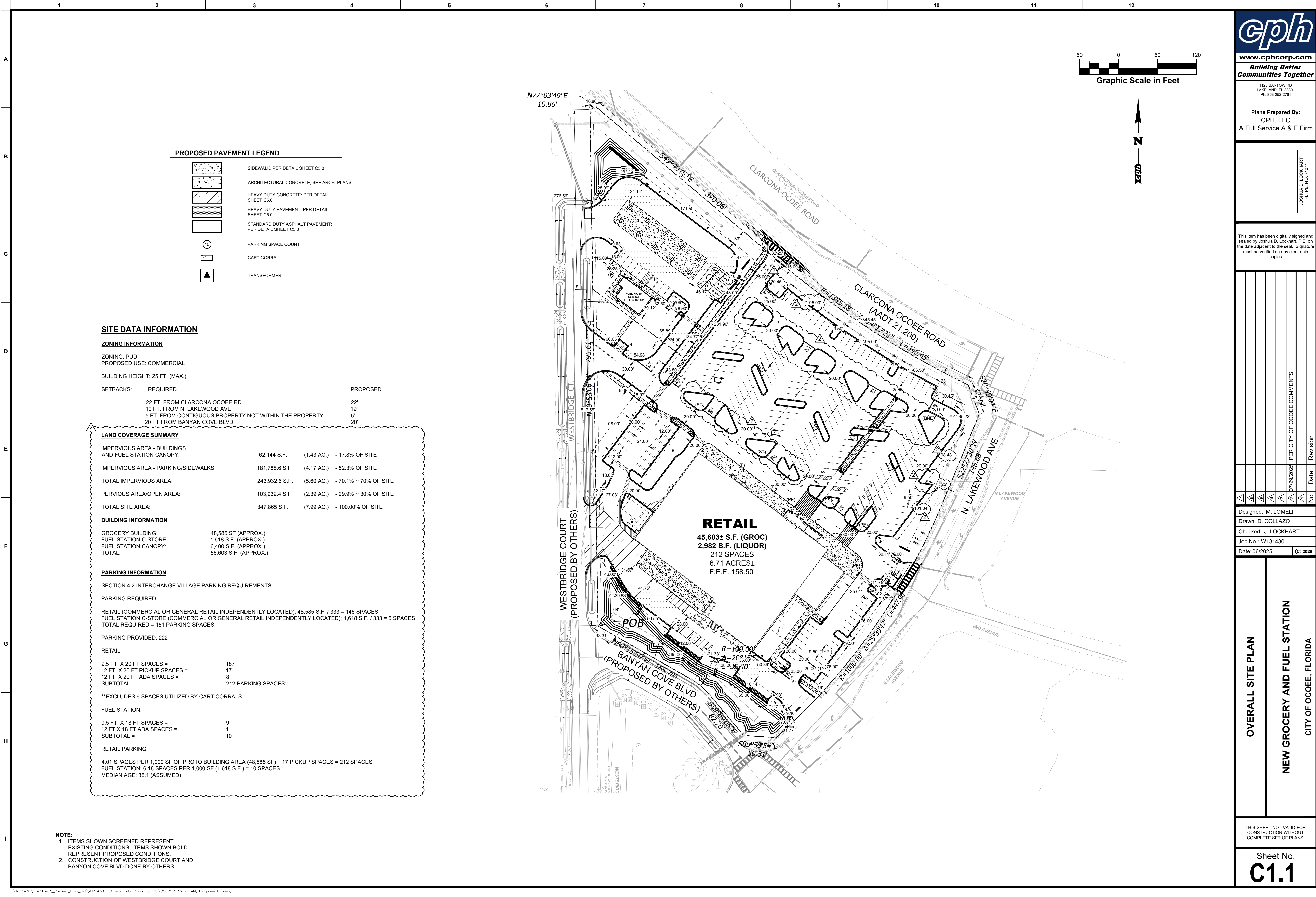
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THE ADEQUACY OF SITE POLLUTANT DISCHARGE CONTROLS. BETWEEN THE TIME THE SWPPP IS IMPLEMENTED AND FINAL SITE STABILIZATION IS ACHIEVED, ALL DISTURBED AREAS AND POLLUTANT CONTROLS MUST BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER. THE INSPECTIONS ARE TO BE CONDUCTED BY THE CONTRACTORS QUALIFIED DESIGNATED REPRESENTATIVE.

10. ALL INSPECTIONS SHALL BE DOCUMENTED IN AN INSPECTION REPORT THAT SUMMARIZES THE SCOPE OF THE INSPECTION, THE NAMES AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE OF THE INSPECTION, RAINFALL DATA, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE SWPPP, AND ACTIONS TAKEN IN ORDER TO ENSURE COMPLIANCE WITH NPDES REQUIREMENTS AND THE SWPPP. SUCH REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE AND ACTIONS TAKEN TO BRING THE PROJECT INTO COMPLIANCE. WHERE A REPORT DOES NOT IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE NPDES REQUIREMENTS AND THE SWPPP. EACH INSPECTION REPORT SHALL BE SIGNED AND CERTIFIED BY EACH INSPECTOR.

11. BASED ON INSPECTION RESULTS, ANY MODIFICATIONS NECESSARY TO INCREASE EFFECTIVENESS OF THE SWPPP TO AN ACCEPTABLE LEVEL MUST BE MADE WITHIN SEVEN CALENDAR DAYS OF THE INSPECTION.

12. THE SWPPP MUST BE UPDATED EACH TIME THERE ARE SIGNIFICANT MODIFICATIONS TO THE POLLUTANT PREVENTION SYSTEM OR A CHANGE OF CONTRACTORS WORKING ON THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SWPPP. THE SWPPP SHALL BE MAINTAINED BY THE OPERATOR SHALL FILE AN NOI FOR COVERAGE UNDER THE GENERIC PERMIT AT LEAST TWO (2) DAYS BEFORE ASSUMING CONTROL OF THE PROJECT AND THE PREVIOUS OPERATOR SHALL FILE AN NOI TO TERMINATE PERMIT COVERAGE IN ACCORDANCE WITH THE NPDES GENERIC PERMIT. AMENDMENTS TO THE PLAN SHALL BE PREPARED, SIGNED AND SEALED BY THE CONTRACTOR'S LICENSED SURVEYOR AND SUBMITTED TO THE ORIGINAL SWPPP FILE.

13. EACH SWPPP SHALL PROVIDE A DESCRIPTION OF POLLUTANT SOURCES AND OTHER INFORMATION INCLUDING A DESCRIPTION OF THE NATURE OF THE CONSTRUCTION ACTIVITY, THE INTENDED SEQUENCE OF MAJOR ACTIVITIES THAT DISTURBS SOILS FOR MAJOR PORTIONS OF THE SITE, ESTIMATES OF THE TOTAL AREA OF THE SITE AND THE TOTAL AREA OF THE SITE THAT IS EXPECTED TO BE DISTURBED BY EXCAVATION, GRADING, OR OTHER CONSTRUCTION ACTIVITIES, EXISTING DATA DESCRIBING THE SOIL OR THE QUALITY OF ANY DISCHARGE FROM THE SITE AND AN ESTIMATE OF THE SIZE OF THE DRAINAGE AREA FOR EACH DISCHARGE POINT, A SITE MAP OUTLINING DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES, AREAS OF SOIL DISTURBANCE, AN OUTLINE OF AREAS WHICH MAY NOT BE DISTURBED, THE LOCATION OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS IDENTIFIED ON THE PLANS, AND THE LOCATION OF ANY DISCHARGE FROM THE SITE AND AN ESTIMATE OF THE SIZE OF THE DRAINAGE AREA FOR EACH DISCHARGE POINT, A SITE MAP OUTLINING DRAINAGE PATTERNS AND 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45,603± S.F. (GROC)
2,982 S.F. (LIQUOR)
 212 SPACES
 6.71 ACRES±
 F.F.E. 158.50'

2,982 S.F. (LIQUOR)

6.71 ACRES±

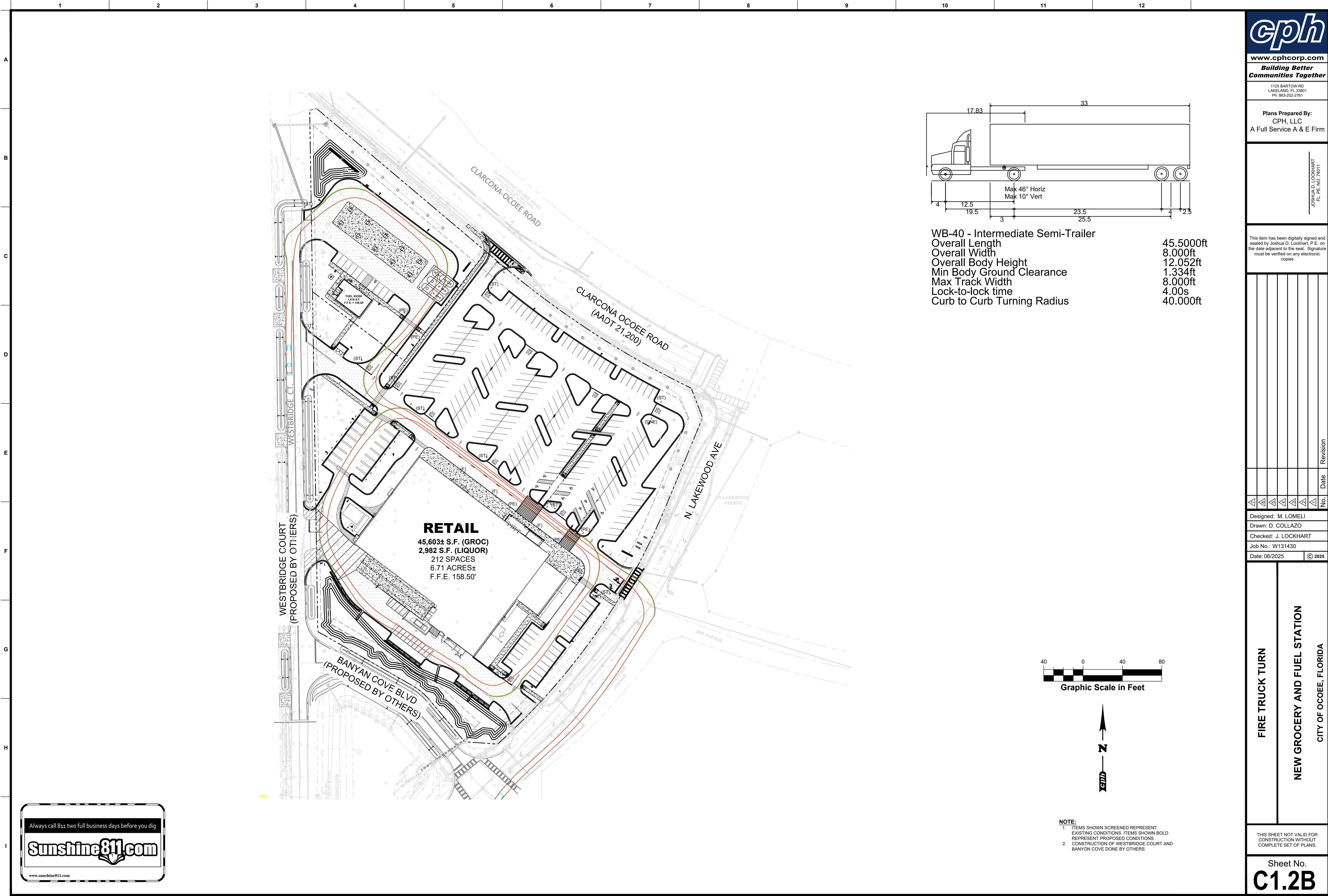
Age (years)	Percentage (%)
18	10
20	15
25	25
30	40
35	55
40	70
45	80
50	85
55	85
60	85
65	85

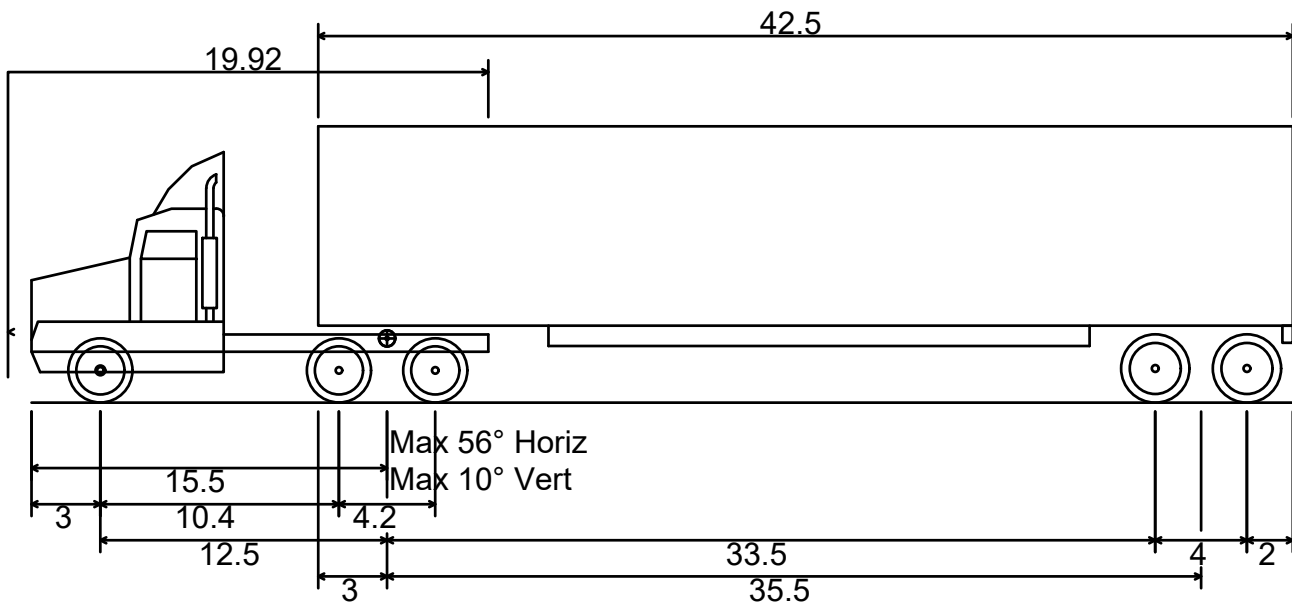
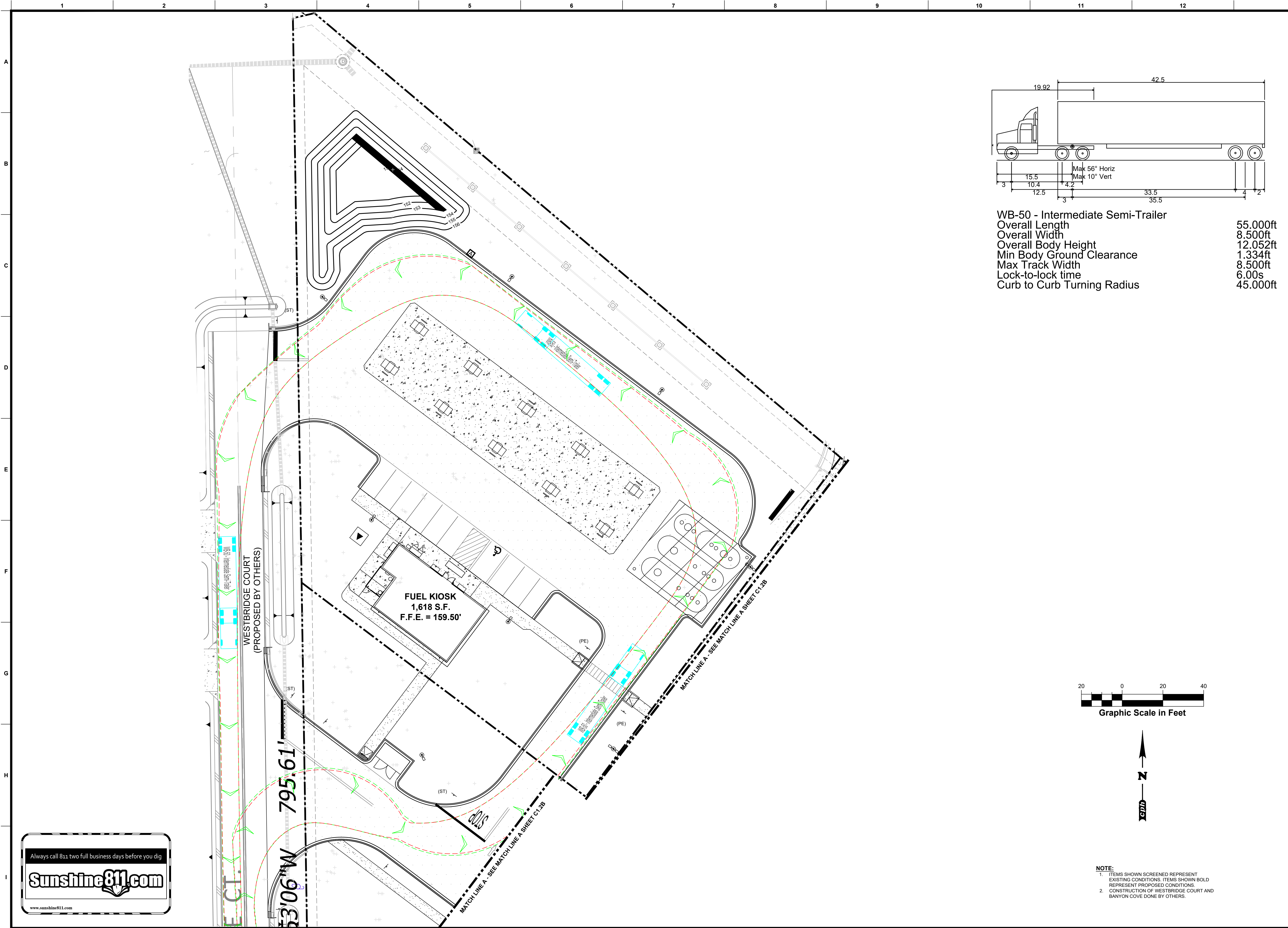


NOTE:

1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYON COVE DONE BY OTHERS.

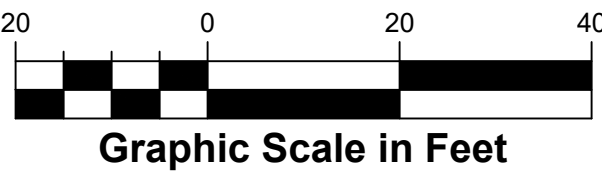
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WB-50 - Intermediate Semi-Trailer
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Max Track Width
Lock-to-lock time
Curb to Curb Turning Radius

55.000ft
8.500ft
12.052ft
1.334ft
8.500ft
6.00s
45.000ft



NOTE:
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EXISTING CONDITIONS. ITEMS SHOWN BOLD
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1125 BARTOW RD
LAKELAND, FL 33901
Ph: 863-252-2761

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL PE NO. 74011

This item has been digitally signed and
sealed by Joshua D. Lockhart, P.E. on
the date adjacent to the seal. Signature
must be verified on any electronic
copies

No.	Date	Revision
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Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 09/2024 © 2025

FUEL STATION TRUCK TURN

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.

Sheet No.
C1.2C

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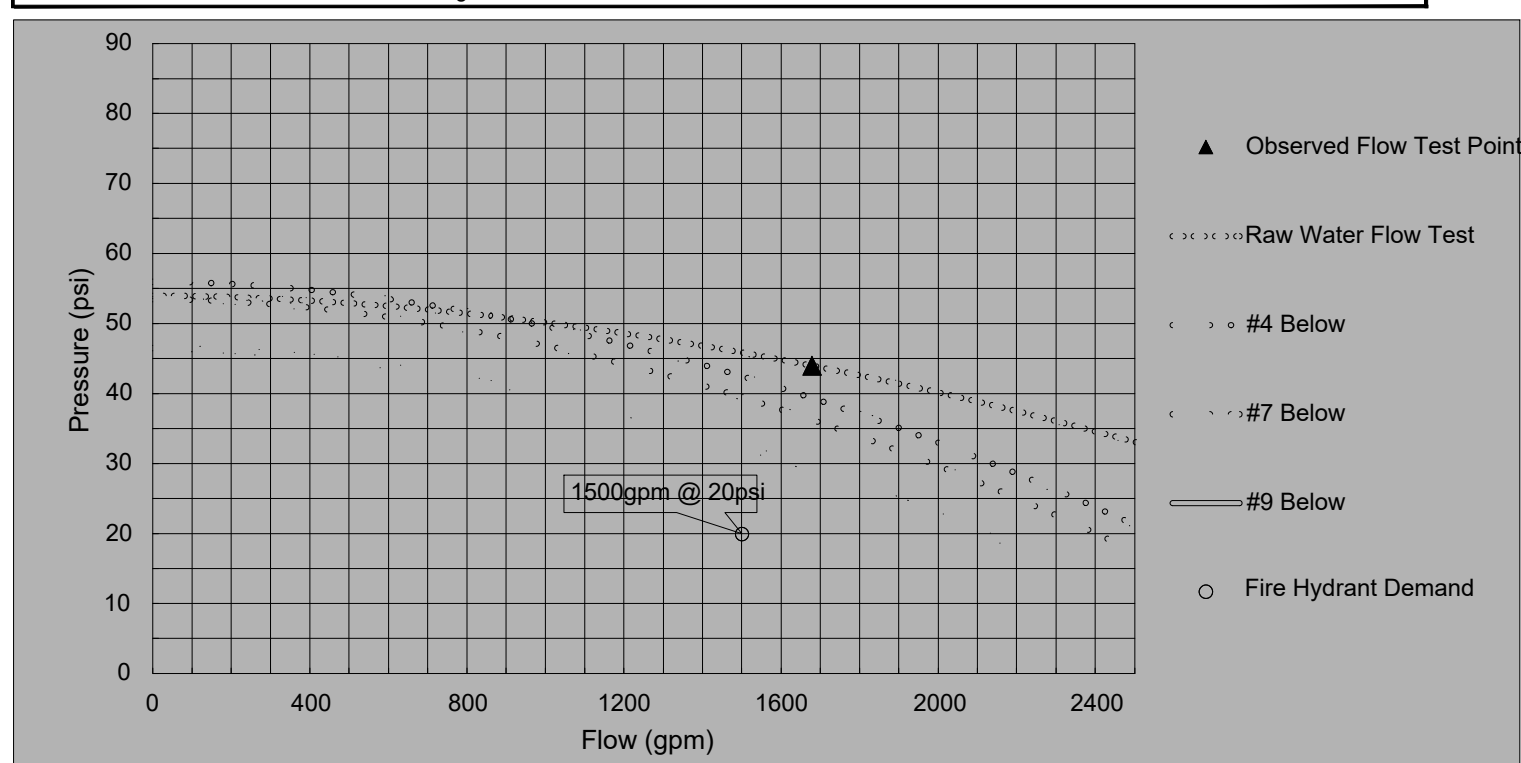
WATER SUPPLY SITE SURVEY
FIRE HYDRANT DEMAND

PROJECT: BIG BOX RETAIL
LOCATION: CLARCONA OCOEE ROAD AND N. LAKEWOOD AVE
CITY/STATE: OCOEE, FL

Gauge Hydrant Elevation (ft)	Building FFE (ft)
165	160

Outlet Diameter #1 (in)	Hydrant Coefficient #1	Pitot #1 (psi)	Outlet Diameter #2 (in)	Hydrant Coefficient #2	Pitot #2 (psi)	Outlet Diameter #3 (in)	Hydrant Coefficient #3	Pitot #3 (psi)	Outlet Diameter #4 (in)	Hydrant Coefficient #4	Pitot #4 (psi)
2.5	0.9	25	2.5	0.9	25						

Gauge Hydrant Location:		N. Lakewood Ave and Clarona Occoe Road			
Flow Hydrant Location:		N. Lakewood Ave, approx 800 ft. southwest of Gauge Hydrant			
Test By:		Telgian Engineering and Consulting		Date:	9/13/2024
Time:		10:20 AM			
Backflow Prevention:		Size: 8-inch	Type: Double Check	Mfg:	AMES
		Mfg:	Model:	2000SS	



Additional Demands	
gpm	psi

Distributed Fire Flows (gpm)		0	750	750	
		Static (psi)	Residual (psi)		
1.	Pressure available at test	54	46.0	46.0	
2.	Elevation Adjustment	2	Included in Calcs	Included in Calcs	
3.	Pressure loss due to friction	0	Included in Calcs	Included in Calcs	
4.	Pressure at remote hydrants upstream of BFP & meter	56	42.5	42.5	
5.	BFP loss/preload	-2.5	-3	-3	
6.	Water meter loss	0	0	0	
7.	Pressure at remote hydrants downstream of BFP & meter	53.5	39.5	39.5	
8.	Low Public Pressure	-7	-7	-7	
9.	Available combined pressure at Total Fire Flow Demand	46.5		32.5	

Total Fire Flow Demand	
gpm	psi
1500	20

Telgian Engineering and Consulting

Telgian Engineering and Consulting

Outlet Diameter #1 (in)	Hydrant Coefficient #1	Pitot #1 (psi)	Outlet Diameter #2 (in)	Hydrant Coefficient #2	Pitot #2 (psi)	Outlet Diameter #3 (in)	Hydrant Coefficient #3	Pitot #3 (psi)	Outlet Diameter #4 (in)	Hydrant Coefficient #4	Pitot #4 (psi)
2.5	0.8	25	2.5	0.8	25						

Domestic Demand	
gpm	psi
87	54

Telgian Engineering and Consulting

OSHUA D. LOCKHART
FL. PE. NO. 74011

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Revision	

Designed: M. LOMELI	
Drawn: D. COLLAZO	
Checked: J. LOCKHART	
Job No.: W131430	
Date: 02/2025	© 2025

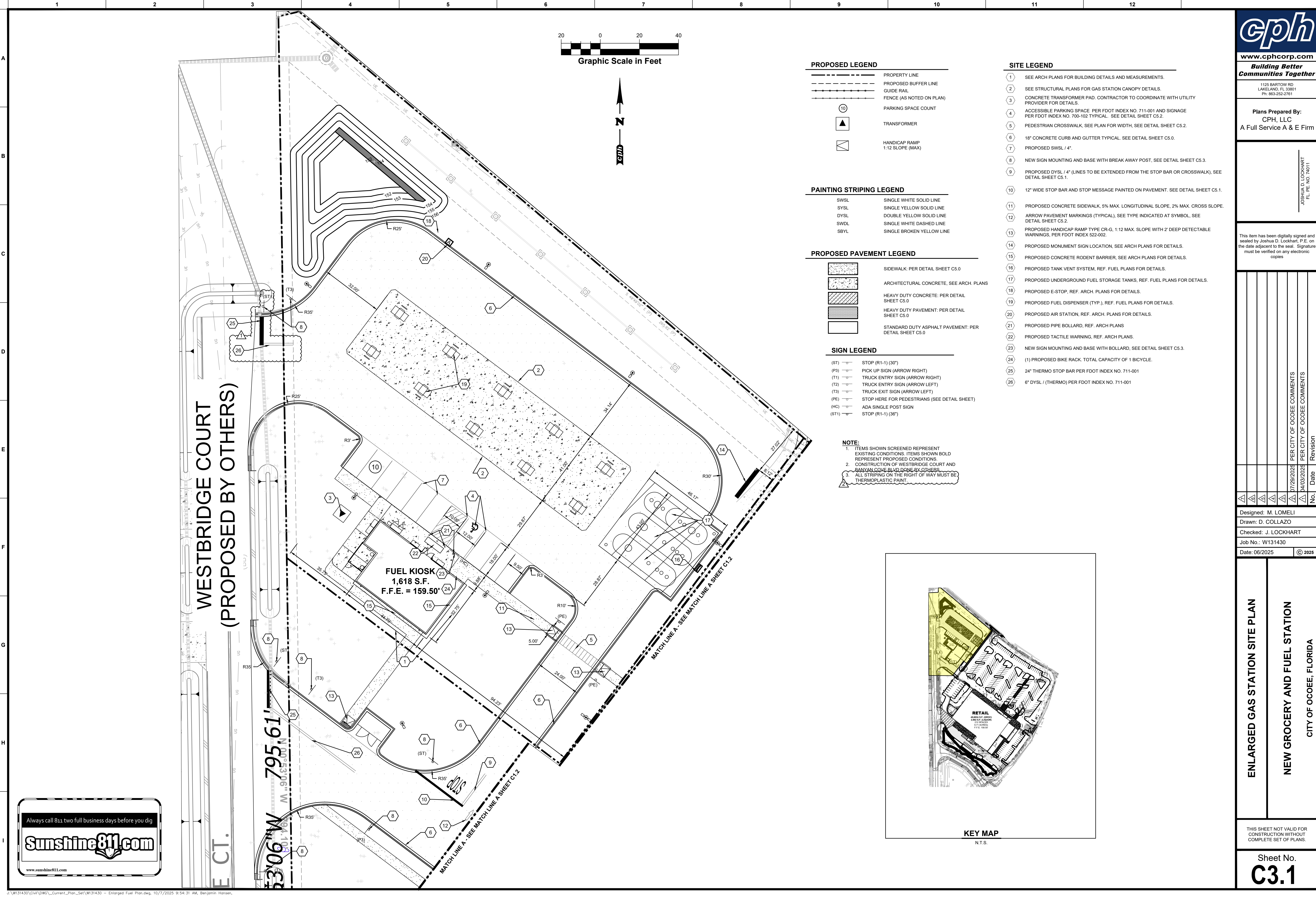
FIRE FLOW TESTS

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

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CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.

Sheet No.
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PROPOSED LEGEND

---	PROPERTY LINE
- - - -	PROPOSED BUFFER LINE
- - - -	GUIDE RAIL
- - - -	FENCE (AS NOTED ON PLAN)
10	PARKING SPACE COUNT
▲	TRANSFORMER
▽	HANDICAP RAMP 1:12 SLOPE (MAX)

PAINTING STRIPING LEGEND

SWSL	SINGLE WHITE SOLID LINE
SYSL	SINGLE YELLOW SOLID LINE
DYSL	DOUBLE YELLOW SOLID LINE
SWDL	SINGLE WHITE DASHED LINE
SBYL	SINGLE BROKEN YELLOW LINE

PROPOSED PAVEMENT LEGEND

[Pattern]	SIDEWALK: PER DETAIL SHEET C5.0
[Pattern]	ARCHITECTURAL CONCRETE: SEE ARCH. PLANS
[Pattern]	HEAVY DUTY CONCRETE: PER DETAIL SHEET C5.0
[Pattern]	HEAVY DUTY PAVEMENT: PER DETAIL SHEET C5.0
[Pattern]	STANDARD DUTY ASPHALT PAVEMENT: PER DETAIL SHEET C5.0

SIGN LEGEND

(ST)	STOP (R1-1) (30")
(P3)	PICK UP SIGN (ARROW RIGHT)
(T1)	TRUCK ENTRY SIGN (ARROW RIGHT)
(T2)	TRUCK ENTRY SIGN (ARROW LEFT)
(T3)	TRUCK EXIT SIGN (ARROW LEFT)
(PE)	STOP HERE FOR PEDESTRIANS (SEE DETAIL SHEET)
(HC)	ADA SINGLE POST SIGN
(ST1)	STOP (R1-1) (36")

NOTE:

- ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
- CONSTRUCTION OF WESTBRIDGE COURT AND BAYVIEW COVE BLVD. DUE BY OTHERS.
- ALL STRIPING ON THE RIGHT OF WAY MUST BE THERMOPLASTIC PAINT.

SITE LEGEND

1	SEE ARCH PLANS FOR BUILDING DETAILS AND MEASUREMENTS.
2	SEE STRUCTURAL PLANS FOR GAS STATION CANOPY DETAILS.
3	CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER FOR DETAILS.
4	ACCESSIBLE PARKING SPACE PER FDOT INDEX NO. 711-001 AND SIGNAGE PER FDOT INDEX NO. 700-102 TYPICAL. SEE DETAIL SHEET C5.2.
5	PEDESTRIAN CROSSWALK, SEE PLAN FOR WIDTH, SEE DETAIL SHEET C5.2.
6	18" CONCRETE CURB AND GUTTER TYPICAL. SEE DETAIL SHEET C5.0.
7	PROPOSED SWSL / 4".
8	NEW SIGN MOUNTING AND BASE WITH BREAK AWAY POST, SEE DETAIL SHEET C5.3.
9	PROPOSED DYSL / 4" (LINES TO BE EXTENDED FROM THE STOP BAR OR CROSSWALK), SEE DETAIL SHEET C5.1.
10	12" WIDE STOP BAR AND STOP MESSAGE PAINTED ON PAVEMENT. SEE DETAIL SHEET C5.1.
11	PROPOSED CONCRETE SIDEWALK, 5% MAX. LONGITUDINAL SLOPE, 2% MAX. CROSS SLOPE.
12	ARROW PAVEMENT MARKINGS (TYPICAL), SEE TYPE INDICATED AT SYMBOL, SEE DETAIL SHEET C5.2.
13	PROPOSED HANDICAP RAMP TYPE CR-G, 1:12 MAX. SLOPE WITH 2' DEEP DETECTABLE WARNINGS, PER FDOT INDEX 522-002.
14	PROPOSED MONUMENT SIGN LOCATION, SEE ARCH PLANS FOR DETAILS.
15	PROPOSED CONCRETE RODENT BARRIER, SEE ARCH PLANS FOR DETAILS.
16	PROPOSED TANK VENT SYSTEM, REF. FUEL PLANS FOR DETAILS.
17	PROPOSED UNDERGROUND FUEL STORAGE TANKS, REF. FUEL PLANS FOR DETAILS.
18	PROPOSED E-STOP, REF. ARCH. PLANS FOR DETAILS.
19	PROPOSED FUEL DISPENSER (TYP.), REF. FUEL PLANS FOR DETAILS.
20	PROPOSED AIR STATION, REF. ARCH. PLANS FOR DETAILS.
21	PROPOSED PIPE BOLLARD, REF. ARCH PLANS.
22	PROPOSED TACTILE WARNING, REF. ARCH PLANS.
23	NEW SIGN MOUNTING AND BASE WITH BOLLARD, SEE DETAIL SHEET C5.3.
24	(1) PROPOSED BIKE RACK, TOTAL CAPACITY OF 1 BICYCLE.
25	24" THERMO STOP BAR PER FDOT INDEX NO. 711-001
26	6" DYSL / (THERMO) PER FDOT INDEX NO. 711-001

KEY MAP

N.T.S.

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Ph: 863-252-2761

Plans Prepared By:

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JOSHUA D. LOCKHART
FL PE NO. 74011

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Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

ENLARGED GAS STATION SITE PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C3.1



HYDRANT DISTANCE TABLE		
HYDRANT ID	DISTANCE (FT) FROM MAIN BUILDING ±	DISTANCE (FT) FROM FUEL ±
HYDRANT "E"	215	188

LIGHT POLE LOCATIONS		
NO.	NORTHING	EASTING
23	1551114.9627	482097.4318
24	1551117.9124	482191.4458
25	1551181.9060	482140.9580
26	1551231.8192	482073.9057
27	1551339.6489	482048.5965
28	1551349.5691	482141.6498
29	1551294.0866	482215.2989
30	1551207.1477	482258.6650



Sheet No.
C3.2

EROSION AND SEDIMENT CONTROL NOTES

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13. DISCHARGE POINTS: ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION AND SEDIMENTATION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING EROSION AND SEDIMENTATION FROM THE SITE AND/OR IMPACTS TO RECEIVING WATERS. SEDIMENT ACCUMULATION DOWNGRADIENT OF DISCHARGE LOCATIONS SHALL BE REPORTED AS A POINT SOURCE DISCHARGE (SEE APPENDIX E - TAB 14, SEDIMENT RELEASES, OF THE 02370 SPECIFICATION) AND THE POTENTIAL UPSTREAM CAUSE SHALL BE INVESTIGATED TO PREVENT FURTHER EROSION. CONTACT THE CM, GEC AND SWICIT TO DETERMINE THE APPROPRIATE ACTION FOR CLEANUP OF DISCHARGED SEDIMENT THAT MAY BE OUTSIDE OF THE LIMITS OF DISTURBANCE. SEE SAMPLING AND MONITORING OF EFFLUENT PLAN (IF APPLICABLE).

6) THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.



JOSHUA D. LOCKHART
FL. PE. NO. 74011

	Date
	Revision

Designed: M. LOMELI	
Drawn: D. COLLAZO	
Checked: J. LOCKHART	
Job No.: W131430	
Date: 06/2025	© 2025

SWPPP NOTES

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.

Sheet No.

C4.1

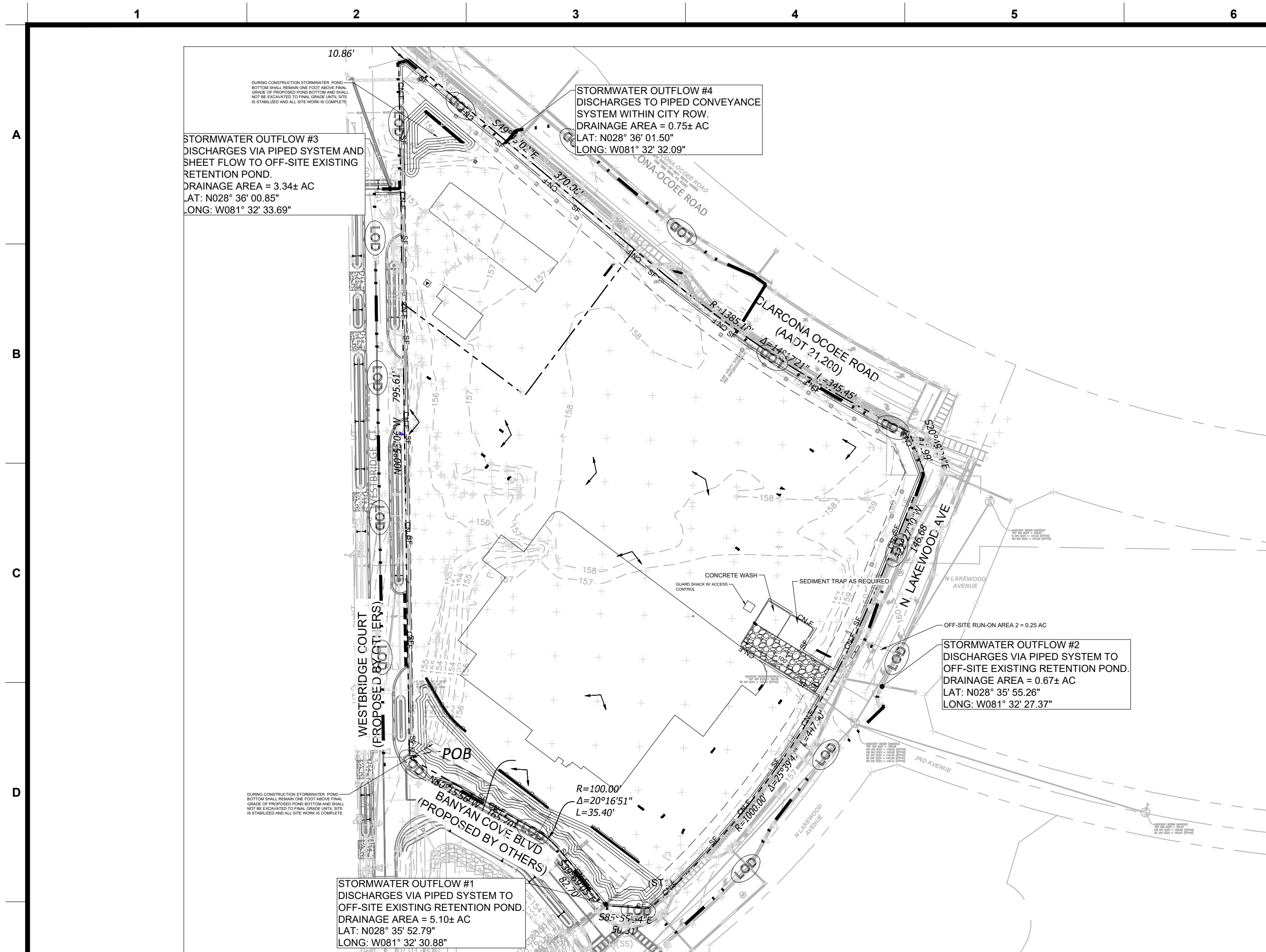
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OWNER: KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	DEVELOPER: WAL-MART STORES EAST, LP MAIL STOP 0505 702 SW 8TH STREET BENTONVILLE, AR 72716-5570 479-871-7573
SITE OPERATOR/GENERAL CONTRACTOR:	
SUPERINTENDENT:	

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.



LEGEND

LIMITS OF DISTURBANCE:

PERMITTED LIMITS OF DISTURBANCE

LIMITS OF WORK

SWPPP IMPLEMENTATION SEQUENCE

NOTE: UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAY DOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, MASON'S AREA, FUEL AND MATERIAL STORAGE AREAS/CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS. IN ADDITION, NOTE ALL AREAS WHERE FILL IS IMPORTED FROM OR SOIL IS EXPORTED TO ON THE SITE MAPS.

NOTE: DOWN SLOPE PROTECTIVE MEASURES MUST ALWAYS BE IN PLACE BEFORE SOIL IS DISTURBED. ACTIVITIES ARE PRESENT IN THE ORDER OR SEQUENCE IN WHICH THEY ARE REQUIRED TO BE COMPLETED.

PHASE 1

1. INSTALL THE SWPPP INFORMATION SIGN AND POST REQUIRED DOCUMENTS NEAR THE PLANNED CONSTRUCTION EXIT, AND WITHIN EASY ACCESS TO THE GENERAL PUBLIC WITHOUT ENTERING THE SITE.
2. STAKE/FLAG THE LOD (WHERE STAKING IS NOT POSSIBLE/PRACTICAL, THE LOD MUST BE CONSPICUOUSLY, AND PROMINENTLY, MARKED TO DENOTE THE BOUNDARY). LOD MUST REMAIN CONSPICUOUSLY MARKED THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT.
3. INSTALL PERIMETER SEDIMENT CONTROL AND INLET PROTECTION BMPs IN THE VICINITY OF, AND DOWN GRADIENT FROM, THE LOCATION OF THE PLANNED CONSTRUCTION EXIT, CONSTRUCTION OFFICE TRAILER, AND TEMPORARY PARKING AND STORAGE AREAS. CLEAR ONLY THE MINIMUM AREA ABSOLUTELY NECESSARY TO INSTALL THESE PERIMETER CONTROL BMPs.
4. INSTALL STABILIZED CONSTRUCTION EXIT(S) WITH SEDIMENT TRAPS AS REQUIRED, AND SET THE PROJECT OFFICE TRAILER.
5. INSTALL REMAINING PERIMETER SEDIMENT CONTROL BMPs, AS SHOWN ON THE SITE MAPS. CLEAR ONLY THE MINIMUM AREA NECESSARY TO INSTALL PERIMETER CONTROL BMPs.
6. PREPARE TEMPORARY PARKING AND STORAGE AREA.
7. HALT ALL ACTIVITIES

CONTACT THE CEC TO PERFORM INSPECTION AND CERTIFICATION OF BMPs. BMP CERTIFICATION MUST OCCUR BEFORE STORMWATER PRE-CONSTRUCTION MEETING. (THIS MAY SHOULD BE SCHEDULED IN ADVANCE, IN ANTICIPATION OF THE EXPECTED DATE WHEN THE ABOVE SEQUENCE ITEMS WILL BE COMPLETED.)

ALL EXCEPTIONS NOTED ON THE BMP CERTIFICATION FORM MUST BE ADDED AS DEFICIENCIES WITHIN THE BMP CERTIFICATION FORM AND RESOLVED WITHIN 24-HOURS. BMPs MUST NOT BE CERTIFIED IF ONE OR MORE OF THE EXCEPTIONS WILL NOT BE RESOLVED WITHIN 24-HOURS OF THE BMP CERTIFICATION BY THE CEC.

IF THE CEC IS UNABLE TO CERTIFY THAT SITE CONDITIONS ARE PER PLANS AND SPECIFICATIONS, THE CERTIFICATION OF BMPs MUST BE RESCHEDULED. THE STORMWATER PRE-CONSTRUCTION MEETING MAY ONLY OCCUR AFTER BMPs CAN BE CERTIFIED.

GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT THE STORMWATER PRE-CONSTRUCTION MEETING WITH THE CEC, OWNER'S CONSTRUCTION MANAGER, AGENCY(IES) AND SUBCONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

DAILY STORMWATER INSPECTION REPORTS IN THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER MUST START ON THE NEXT BUSINESS DAY AFTER THE SITE BMPs & PRECONSTRUCTION MEETING CERTIFICATION IS SIGNED/CERTIFIED BY THE CEC.

PHASE 2

1. BEGIN CLEARING, GRUBBING, AND STRIPPING THE SITE. (PHASE CLEARING AND GRUBBING TO THE EXTENT PRACTICAL TO MINIMIZE THE AMOUNT OF AREA DISTURBED AT ANY POINT IN TIME)
2. BEGIN GRADING THE SITE.
3. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
4. TEMPORARILY STABILIZE, THROUGHOUT CONSTRUCTION IMMEDIATELY FOLLOWING THE COMPLETION OF THE MOST RECENT LAND DISTURBING/GRADING ACTIVITY, ANY DISTURBED AREAS, INCLUDING MATERIAL STOCKPILES THAT ARE SCHEDULED OR LIKELY TO REMAIN INACTIVE FOR 7 DAYS OR MORE.
5. IMMEDIATELY PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
6. INSTALL ROCK CHECK DAMS AS REQUIRED AS CONSTRUCTION PROGRESSES.
7. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
8. INSTALL INLET PROTECTION AT ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED.
9. PREPARE SITE FOR PAVING.
10. PAVE SITE.
11. INSTALL APPROPRIATE INLET PROTECTION DEVICES FOR PAVED AREAS AS WORK PROGRESSES, PER BMP DETAILS.
12. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS, INCLUDING PONDS.
13. OBTAIN CONCURRENCE FROM THE OWNER CONSTRUCTION MANAGER (CM) THAT THE SITE HAS BEEN FULLY STABILIZED AND ALL CONSTRUCTION HAS BEEN COMPLETED, THEN:
 - A. REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), AND
 - B. STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF TEMPORARY BMPs, AND
 - C. ASK THE CM TO CONTACT THE CEC TO COMPLETE THE CEC PRE-NOT SITE INSPECTION AND REPORT (ONLY CM MAY DO THIS).
15. CONTINUE DAILY INSPECTIONS AND REPORTS UNTIL THE CM FINAL DAILY INSPECTION REPORT, MARKED 'READY TO TERMINATE PERMIT', IS SIGNED BY THE CONSTRUCTION MANAGER AND SUBMITTED VIA THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER.

NOTE: THE GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY, ONLY IF ALL PRECEDING BMPs AND STABILIZATION ACTIVITIES HAVE BEEN COMPLETELY INSTALLED. BMP-RELATED STEPS IN THE ABOVE SEQUENCE ARE BOLD FOR CLARITY. THE CEC MUST APPROVE, IN WRITING, ANY CHANGES IN THE ABOVE SWPPP IMPLEMENTATION SEQUENCE, BEFORE THEIR IMPLEMENTATION BEGINS.

THE ESTIMATED DATES OF IMPLEMENTATION OF POLLUTION CONTROL MEASURES SHALL BE DOCUMENTED BY THE CONTRACTOR ON THE SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE ON SHEET C-4.5.

MINIMIZATION OF DISTURBED AREAS:

1. CONTRACTOR SHALL MANAGE CONSTRUCTION ACTIVITIES TO REDUCE EROSION AND RETAIN SEDIMENT AND OTHER POLLUTANTS IN THE SOIL AT THE CONSTRUCTION SITE.
2. CONTRACTOR SHALL MINIMIZE THE TIME BARE SOIL IS EXPOSED.
3. CONTRACTOR SHALL MINIMIZE SITE DISTURBANCE BY MINIMIZING THE EXTENT OF GRADING AND CLEARING TO EFFECTIVELY REDUCE SEDIMENT YIELD.

NOTE TO GC: OWNER HAS AUTHORITY AT ANY TIME TO LIMIT SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY CLEARING AND GRUBBING, EXCAVATION, BORROW AND EMBANKMENT OPERATIONS AND TO DIRECT THE GC TO PROVIDE IMMEDIATE PERMANENT OR TEMPORARY POLLUTION CONTROL MEASURES.

NOTE:

1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYAN COVE DONE BY OTHERS.

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SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

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LAKELAND, FL 33801
Ph: 863-252-2761

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL PE NO. 74011

No.	Date	Revision
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Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

SWPPP IMPLEMENTATION SEQUENCE AND
LIMITS OF WORK

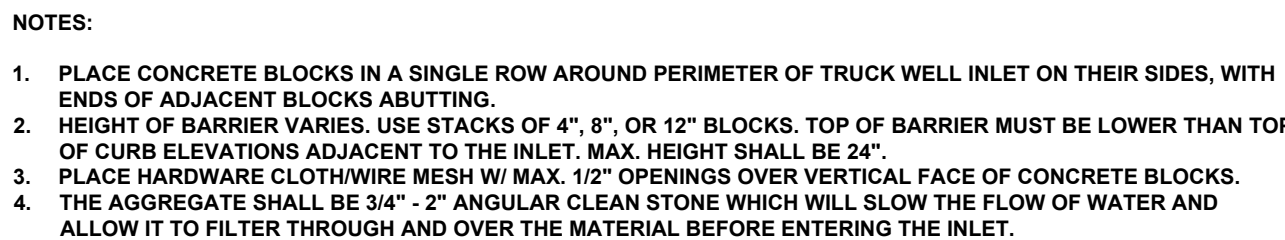
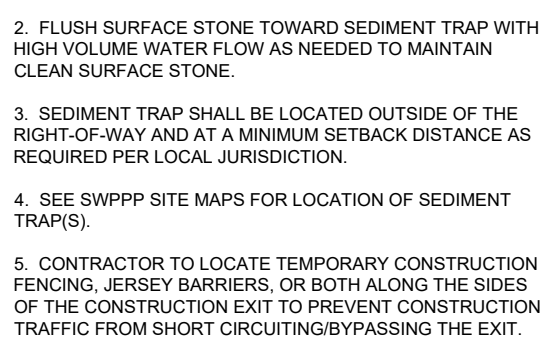
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

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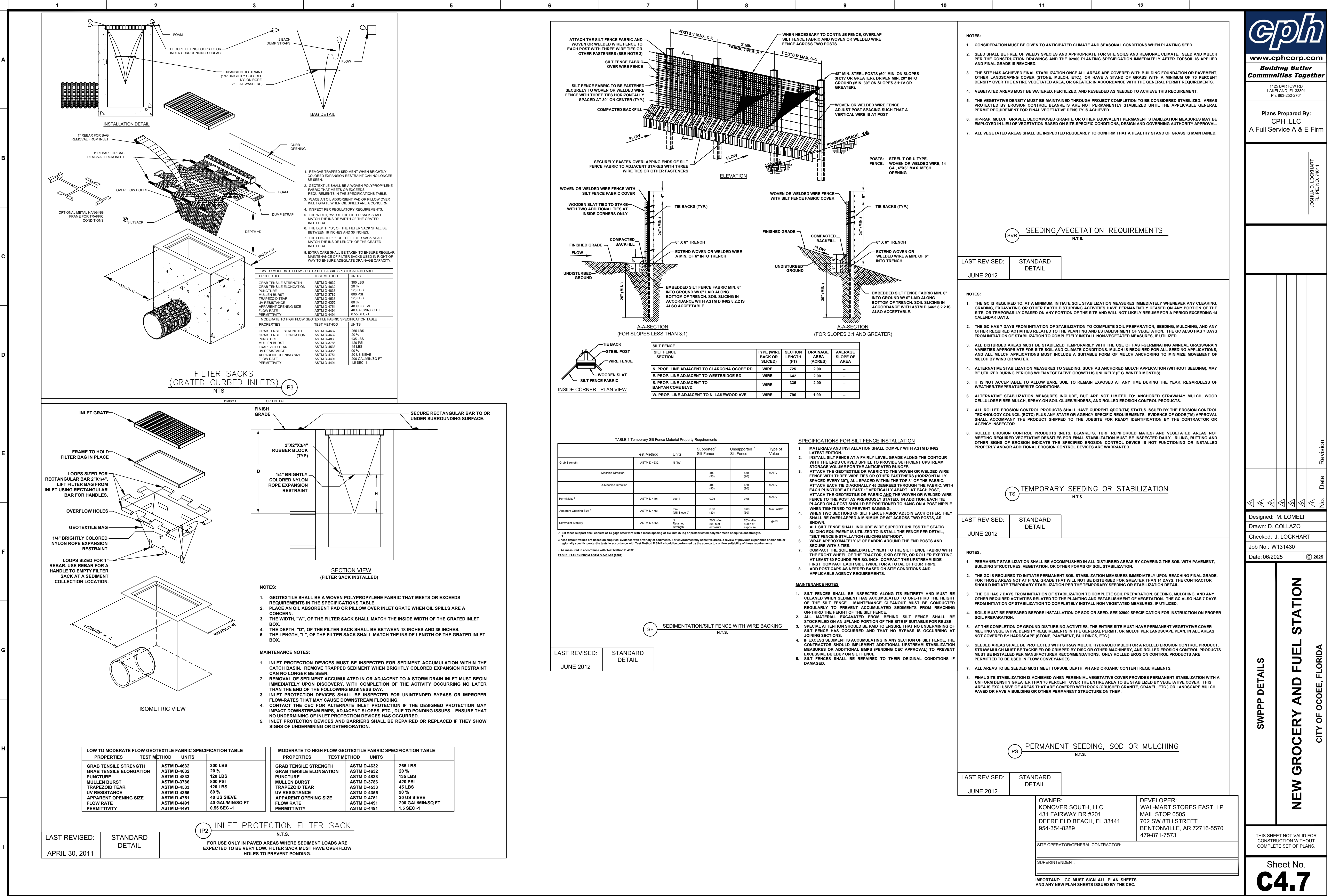
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1. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN (IF USING INSERT-TYPE DEVICE) OR UPGRADATION OF THE INLET.
2. IF SEDIMENT ACCUMULATION IS OBSERVED, THE STORM DRAIN INLET MUST BEGIN IMMEDIATE MAINTENANCE UPON DISCOVERY, WITH COMPLETION OF THE ACTIVITY OCCURRING NO LATER THAN THE END OF THE FOLLOWING BUSINESS DAY.
3. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR UNINTENDED BYPASS OR IMPROPER FLOW-RATES THAT MAY CAUSE DOWNSTREAM FLOODING.
4. CONTACT THE CEC FOR ALTERNATE INLET PROTECTION IF THE DESIGNED PROTECTION MAY IMPACT DOWNSTREAM BMPs, ETC., DUE TO PONDING ISSUES. ENSURE THAT NO UNDERMINING OF INLET PROTECTION DEVICES HAS OCCURRED.
5. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF WEAR OR DAMAGE.





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NOTES:

1. SKIMMER OR DEWATERING BMP MUST DRAW WATER FROM THE TOP OF THE WATER COLUMN (I.E., WATER SURFACE) PER US EPA CGP.

2. DO NOT USE RISERS WITH PERFORATED PIPE OR ANY OTHER SYSTEM/BMP THAT DRAWS WATER FROM BELOW THE WATER SURFACE.

SK

SKIMMER

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DETAIL

JUNE 2013

NOTES:

1. IMPORTANT: GC SHALL NOT APPLY FLOCCULANTS WITHOUT PREVIOUS REVIEW AND WRITTEN CONFIRMATION BY CEC. FLOCCULANTS MUST BE USED ONLY IN LOCATIONS SHOWN ON THE SWPPP MAPS, AT RATES AND METHODS SPECIFIED AND AS APPROVED BY CEC. CEC SHALL CONFIRM WHETHER TO FOLLOW MANUFACTURER DIRECTION, OR MODIFY MANUFACTURER'S DIRECTION.

2. FLOCCULANTS SHALL BE USED AS FAR UPSTREAM OF BASINS, TRAPS, TANKS, OR OTHER WATER CONTAINMENT AREAS AS POSSIBLE. THE EFFECTIVENESS OF FLOCCULANTS DEPENDS ON THE TRAVEL TIME AND AGITATION OF THE WATER, FOR PROPER MIXING.

3. ALL SEDIMENTATION/SETTLING MUST OCCUR WITHIN THE LOD. THAT IS, VELOCITY OF FLOW IN WATER CONTAINMENT SHOULD BE NEAR ZERO, AND THE TIME OF RESIDENCE AS LONG AS POSSIBLE.

4. FLOC BLOCKS, FLOCCULANT-IMPREGNATED WATTLES, AND ANY OTHER CONTROL MEASURES WHICH SUPPLY FLOCCULANTS MUST BE REGULARLY INSPECTED AND MAINTAINED, AS ARE ALL OTHER CONTROL MEASURES.

5. STANDARD EROSION AND SEDIMENT CONTROLS ARE REQUIRED BOTH PRIOR TO AND AFTER CHEMICAL TREATMENT IN ACCORDANCE WITH THE SWPPP PLANS.

CES

CHEMICALLY--ENHANCED SETTLING
PASSIVE TREATMENT SYSTEMS

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JUNE 2012

NOTES:

1. VERIFY WITH CEC WHICH DISCHARGES FROM DEWATERING ACTIVITIES ARE ALLOWED OR ARE NOT ALLOWED NON-STORMWATER DISCHARGES UNDER THE GENERAL PERMIT AND OTHER REGULATIONS. OBTAIN ALL DEWATERING PERMITS AND AUTHORIZATIONS REQUIRED BY STATE AND LOCAL REGULATIONS. SEE THE REQUIRED DEWATERING PERMITS AND AUTHORIZATIONS TABLE BELOW. GC MUST COMPLETE COLUMNS 3 AND 4.

2. GC MUST WAIT TO HAVE WRITTEN COPY OF ALL REQUIRED DEWATERING PERMITS AND AUTHORIZATIONS BEFORE PERFORMING DEWATERING ACTIVITIES.

3. DISCHARGES FROM DEWATERING OPERATIONS MUST BE DIRECTED THROUGH AN APPROPRIATE POLLUTION PREVENTION/TREATMENT SYSTEM OF CONTROL MEASURES, SUCH AS A SEDIMENT/FILTER BAG, SEDIMENT TRAP OR SEDIMENT BASIN, AND OTHERS, AS NEEDED, PRIOR TO BEING DISCHARGED FROM THE SITE OR INTO A WATER BODY OF THE STATE. UNDER NO CIRCUMSTANCES ARE DISCHARGES FROM DEWATERING OPERATIONS TO BE DISCHARGED DIRECTLY INTO SANITARY SEWER SYSTEMS, STREAMS, RIVERS, LAKES OR OTHER AREAS BEYOND THE PERMITTED PROJECT AREA. LIKEWISE, DISCHARGES INTO STORM SEWER SYSTEMS THAT DO NOT DRAIN TO A SUITABLE ON-SITE TREATMENT FACILITY, SUCH AS A BASIN, ARE ALSO PROHIBITED. DISCHARGES FROM DEWATERING OPERATIONS MUST ALSO BE CONDUCTED IN A MANNER SUFFICIENT TO PREVENT EROSION FROM THE DISCHARGE RUNOFF.

4. IN SEDIMENT TRAP OR BASIN OR POND DEWATERING OPERATIONS, WATER MUST ONLY BE REMOVED FROM THE SURFACE OF THE CONTAINED WATER. A SKIMMER OR SIMILAR FLOATING DEVICE MUST BE USED, TO ONLY REMOVE THE WATER AT THE SURFACE.

5. DO NOT DISCHARGE ON A SLOPE GREATER THAN THREE PERCENT NOR WITHIN 20 FEET OF A SURFACE WATER BODY.

6. DEWATERING SHALL NOT OCCUR DURING OR IMMEDIATELY AFTER PRECIPITATION EVENTS, BUT EXCEPTIONS SHALL BE EVALUATED ON CASE BY CASE BASIS. CONTACT THE CEC AND RECEIVE WRITTEN APPROVAL.

REQUIRED DEWATERING PERMITS AND AUTHORIZATIONS

1	2	3	4
GOVERNING AGENCY	PERMIT NAME/TYPE	PERMIT NO. (GC TO COMPLETE)	DATE PERMIT WAS ISSUED BY AGENCY (GC TO COMPLETE)
NPDES STORMWATER NOTICES CENTER MS KISSISSIPPI FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	FDEP NPDES GENERIC PERMIT FOR LARGE AND SMALL CONSTRUCTION SITES		
ORANGE COUNTY	DEVELOPMENT ORDER APPROVAL		
SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT	ENVIRONMENTAL RESOURCE PERMIT		

DW

DEWATERING

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JUNE 2012

NOTES:

1. ALL ON-SITE TOPSOIL MUST BE PRESERVED FOR REUSE ON THE SITE DURING REVEGETATION, UNLESS IT IS INFEASIBLE OR UNREASONABLE TO DO SO. (NOTE: TOPSOIL STOCKPILING ON-SITE MAY BE INFEASIBLE IF SPACE IS NOT AVAILABLE ON-SITE FOR TOPSOIL STOCKPILING OR IF LITTLE TO NO VEGETATION IS TO REMAIN UNDER POST-CONSTRUCTION CONDITIONS. STOCKPILING OF TOPSOIL AT AN OFF-SITE LOCATION OR TRANSFER OF TOPSOIL TO OTHER LOCATIONS MAY ALSO BE ACCEPTABLE BUT MUST BE AUTHORIZED BY THE CEC).

2. ALL SOIL STOCKPILES MUST BE STABILIZED TO PREVENT EROSION AND FUGITIVE DUST. THE SURFACE OF THE STOCKPILE MUST BE PROPERLY PROTECTED TO ELIMINATE THE RISK OF EROSION. SEE TEMPORARY SEEDING OR STABILIZATION DETAIL. SUITABLE ALTERNATIVE MEANS OF STABILIZATION CAN BE USED, SUCH AS PROPERLY ANCHORED PLASTIC TARP.

3. PERMETER SEDIMENT CONTROLS ALSO MUST BE INSTALLED AT STOCKPILE LOCATIONS TO PREVENT CONTACT WITH STORMWATER, INCLUDING RUN-ON.

4. STOCKPILES MUST BE LOCATED OUTSIDE OF ANY VEGETATED BUFFER AREAS AND SHOULD BE LOCATED AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES.

5. STOCKPILE LOCATIONS SHALL BE NOTED ON THE SITE MAPS.

SP

STOCKPILES

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JUNE 2012

NOTES:

1. USING WATER FROM BASINS, TRAPS, TANKS, OR OTHER WATER CONTAINMENT AREAS FOR IRRIGATION MINIMIZES DISCHARGES FROM THE SITE, AND IT MAY SATISFY OTHER NEEDS OF THE CONSTRUCTION PROJECT, SUCH AS DUST CONTROL, VEGETATIVE ESTABLISHMENT, ETC.

2. CARE SHOULD BE TAKEN THAT WATER UTILIZED FROM CONTAINMENT AREAS ON-SITE FOR CONSTRUCTION PURPOSES DOES NOT DISCHARGE OFF-SITE. IF DISCHARGE IS ANTICIPATED OR OBSERVED, DEWATERING PROCEDURES STATED IN THE DEWATERING DETAIL MUST BE FOLLOWED.

3. GC SHALL IMPLEMENT IRRIGATION OR DISPERSION AS PRACTICABLE TO REDUCE WATER VOLUME IN IMPOUNDMENTS AND TO FOSTER VEGETATION GROWTH.

ID

IRRIGATION OR DISPERSION

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JUNE 2012

NOTES:

1. LARGE AREAS OF SOIL THAT ARE DENUED OF VEGETATION AND HAVE NO PROTECTION FROM PARTICLES BEING PICKED UP AND CARRIED BY WIND SHOULD BE PROTECTED WITH A TEMPORARY COVER OR KEPT UNDER CONTROL WITH WATER OR OTHER SOIL ADHERING PRODUCTS TO PREVENT SOIL PARTICLES FROM BECOMING AIRBORNE, AND FROM EXITING THE SITE PERIMETER.

2. WATER TRUCKS OR OTHER DUST CONTROL AGENTS SHALL BE USED AS NEEDED DURING CONSTRUCTION TO MINIMIZE DUST GENERATED ON THE SITE. TACKIFIERS MAY BE USED TO HOLD SOIL IN PLACE AND PREVENT DUST. MANUFACTURER RECOMMENDATIONS FOR APPLICATION LOCATIONS AND RATES MUST BE USED FOR DUST CONTROL APPLICATIONS. ONLY SWPPP-SPECIFIED TACKIFIERS MAY BE USED ON THE PROJECT SITE. ANY CHEMICAL APPLICATION NOT INCLUDED IN THE SWPPP MUST BE APPROVED, IN WRITING, BY THE CEC.

3. DUST CONTROL MUST BE PROVIDED BY THE GC TO A DEGREE THAT IS IN COMPLIANCE WITH APPLICABLE FEDERAL, LOCAL AND STATE DUST CONTROL REGULATIONS.

4. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

5. IN ADDITION TO BMPs, GC SHALL PERFORM PER PRACTICES AND PROCEDURES WHICH MINIMIZE AND PREVENT AIRBORNE DUST OR OTHER PARTICLES FROM OCCURRING.

DC

DUST CONTROL

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JUNE 2012

NOTES:

1. STORM DRAIN INLET PROTECTION MEASURES SHALL PREVENT SOIL AND DEBRIS FROM ENTERING STORM DRAIN INLETS.

2. TEMPORARY CONTROLS SHALL BE CONSTRUCTED BEFORE THE SURROUNDING AREA IS DISTURBED.

3. TO PREVENT CLOGGING, STORM DRAIN CONTROL STRUCTURES MUST BE MAINTAINED FREQUENTLY.

4. CHECK ALL TEMPORARY CONTROL MEASURES DAILY, AND AFTER EACH STORM EVENT.

5. CONTROL MEASURES MUST BE BUILT PER DETAIL AND PLANS, AND MUST BE IN GOOD WORKING CONDITION AT ALL TIMES.

IP

INLET PROTECTION

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DETAIL

JUNE 2013

NOTES:

1. SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY ANY MEANS NECESSARY TO ENSURE THAT THOSE DO NOT DISCHARGE FROM THE SITE. IN THIS REGARD, POTENTIALLY POLLUTING SUBSTANCES SHALL BE STORED AND HANDLED IN A MANNER CONSISTENT WITH THE RISK OF IMPACT THOSE REPRESENT, AND ACCORDING WITH THE REGULATIONS.

2. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, ARE ALLOWED TO BE DISCHARGED FROM THE SITE WITH STORMWATER. ALL SOLID WASTE, INCLUDING DISPOSABLE MATERIALS INCIDENTAL TO THE CONSTRUCTION ACTIVITIES, MUST BE COLLECTED AND PLACED IN CONTAINERS, RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. THE CONTAINERS SHALL BE HAULED AWAY FROM THE SITE AND EMPTIED WHEN THOSE BECOME 95% FULL, OR AS NECESSARY, BY A CERTIFIED TRASH DISPOSAL SERVICE. LIDS OR COVERS FOR THE CONTAINERS SHALL BE PROVIDED FOR USE DURING RAIN EVENTS TO PREVENT WASTE CONTACT WITH STORMWATER. WASTES THAT CANNOT BE STORED IN A CONTAINER MUST BE STORED UNDER COVER OR INDOORS. THE LOCATION OF SOLID WASTE RECEPTACLES SHALL BE SHOWN ON THE SITE MAPS.

SWD

SOLID WASTE DISPOSAL

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DETAIL

JUNE 2013

NOTES:

1. CONTRACTOR SHALL PROVIDE DESIGNATED LOCATION FOR SORTING AND SEPARATING HAZARDOUS WASTES.

2. HAZARDOUS WASTE STORAGE MUST BE PROTECTED FROM WEATHER ELEMENTS AND HAVE RESTRICTED ACCESS.

3. HAZARDOUS WASTE STORAGE MUST COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

4. HAZARDOUS WASTE STORAGE MUST COMPLY WITH CONTRACT DOCUMENTS.

HWD

HAZARDOUS WASTE DISPOSAL

LAST REVISED:

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DETAIL

JUNE 2013

NOTES:

1. MATERIAL STORAGE AREAS SHOULD BE LOCATED, WHEN POSSIBLE, TO MINIMIZE EXPOSURE TO WEATHER. INSPECTIONS SHALL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS THAT ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM OR DISCHARGING FROM THE SITE. IF NECESSARY, THE MATERIALS MUST BE COVERED OR ORIGINAL COVERS MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED, IF NEEDED, TO CONTAIN RUNOFF FROM MATERIAL STORAGE AREAS. GC SHALL ADHERE TO ALL STATE AND LOCAL REGULATIONS PERTAINING TO MATERIAL STORAGE AREAS.

2. CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS. EXCEPT DURING APPLICATION, THE CONTAINERS AND THE CONTENTS MUST BE KEPT IN TRUCKS OR INSIDE OF STORAGE FACILITIES. MATERIALS CONTAINING SUCH MATERIAL MUST BE COLLECTED, REMOVED FROM THE SITE, TREATED, AND DISPOSED OF AT AN APPROVED SOLID WASTE AND CHEMICAL DISPOSAL FACILITY.

MLSA

MATERIAL LAYDOWN
AND STORAGE AREA

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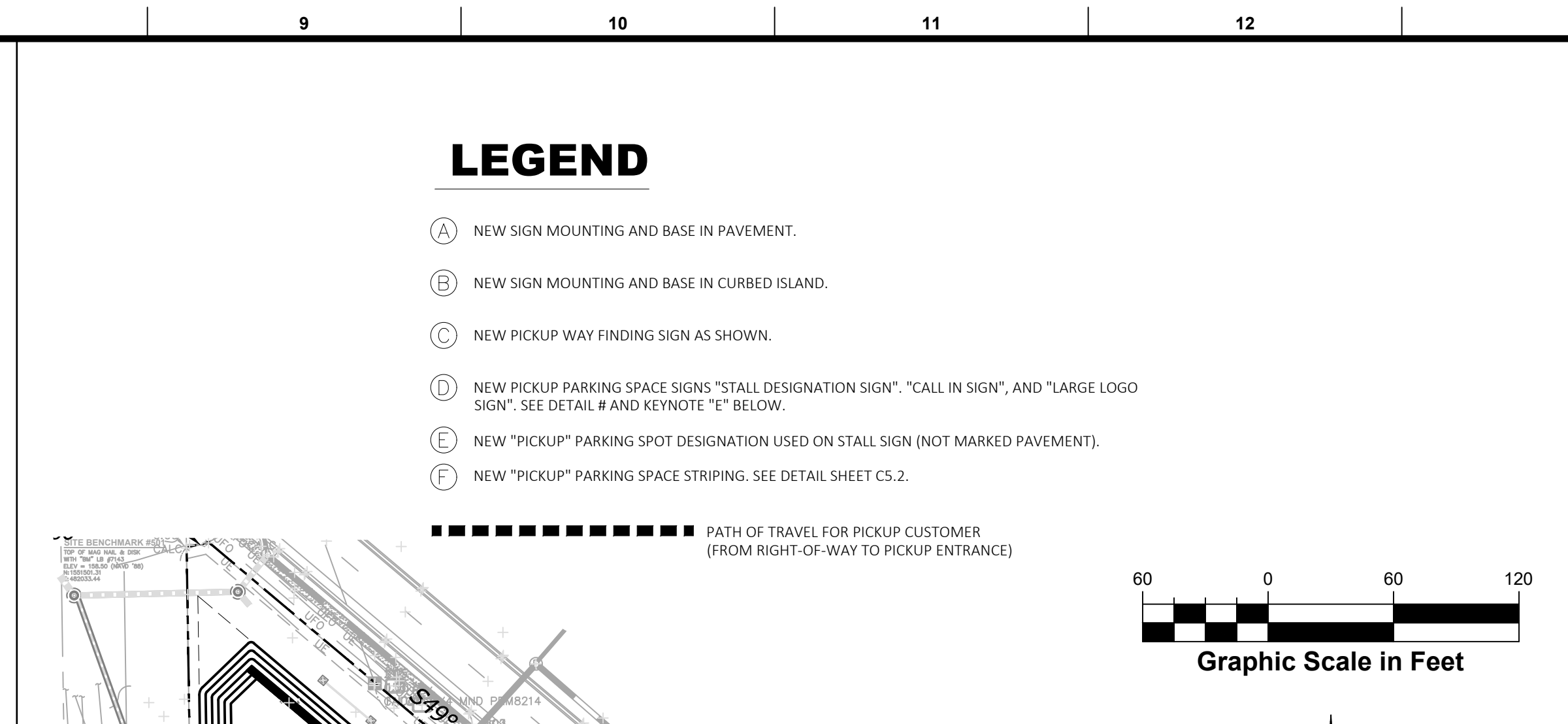
NOTES:

1. CONCRETE WASTE MANAGEMENT PERTAINS TO WASTE FROM CONCRETE READY-MIX TRUCKS, MASONRY OPERATIONS, AND SIMILAR WASTE.

2. THE STATE OF FLORIDA PROHIBITS CONCRETE WASH OUT ONSITE

3. DISCHARGE OF EXCESS OR WASTE CONCRETE AND/OR WASH WATER FROM CONCRETE TRUCKS IS ALLOWED AT THE CONSTRUCTION SITE. ONLY COMMERCIALY AVAILABLE ABOVE GROUND PORTABLE CONCRETE WASHOUT CONTAINERS ARE ALLOWED AND MUST BE PROTECTED FROM VEHICLE TRAFFIC AND CLEARLY IDENTIFIED BY LEGIBLE SIGNAGE, AND MUST BE LOCATED OUTSIDE OF VEGETATED BUFFERS AND AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL CONTAIN AND/OR ACTIVELY MANAGE BOTH SOLID AND FLUID COMPONENTS OF THE MIX. CONCRETE WASHOUT CONTAINERS MUST BE CLEANED OR EXCHANGED WHEN THE REMAINING VOLUME IS REDUCED BY 65% TO PREVENT ANY POTENTIAL OVERFLOW IN A STORM EVENT.

4. ALTERNATIVELY, WASTE CONCRETE CAN BE PLAC

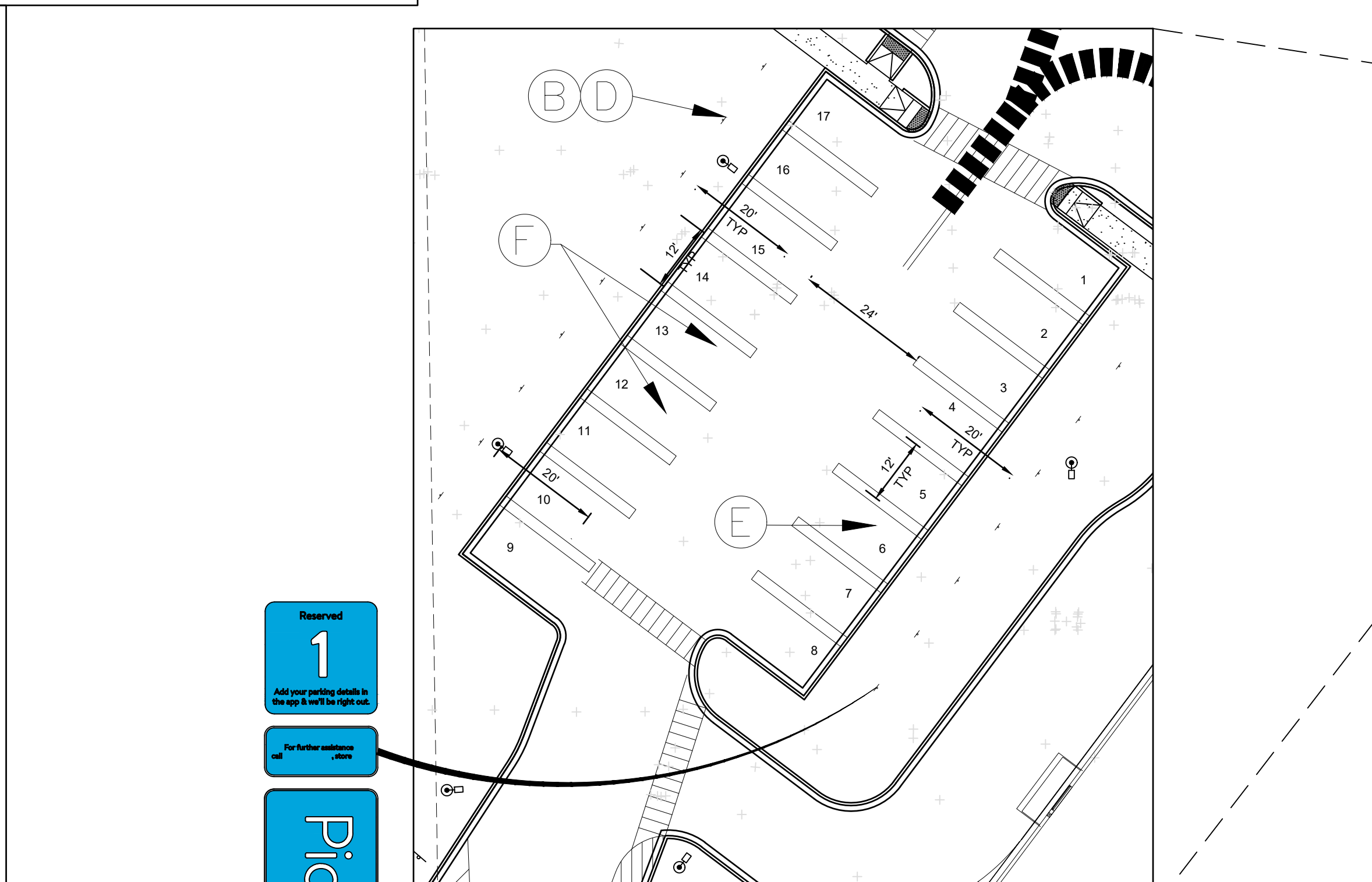


PICKUP EXTERIOR SIGN SCHEDULE		
DESCRIPTION	DIMENSIONS	QUANTITY
PICKUP LEFT	18 X 24	1
PICKUP AHEAD	18 X 24	2
PICKUP RIGHT	18 X 24	2
PICKUP LOGO SIGN	18 X 36	~
PICKUP LOGO SIGN - NO SPARK	18 X 36	17
STALL DESIGNATION SIGN	18 X 18	17
CALL IN SIGN	8 X 18	17
INFORMATIONAL SIGN	18 X 36	~

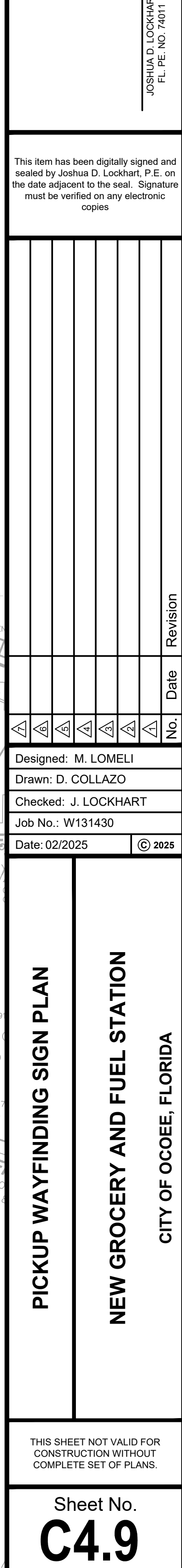
CALL IN # FOR "PHONE NUMBER" AND "TEMPORARY" SIGNS

____-____-____

ALL PICKUP WAYFINDING AND STALL SIGNS ARE SUPPLIED BY RETAILER AND CONTRACTOR INSTALLED. CONTRACTOR TO PLACE SIGN ORDER AT LEAST 3 WEEKS IN ADVANCE. ORDER SHALL BE SENT VIA THE QUICKBASE APP. REQUEST SHALL CONTAIN A DELIVERY ADDRESS, DESIRED DELIVERY DATE, AND ANY SITE SPECIFIC SIGN SIZE AND/OR COLORS BASED ON APPROVED PLANS.



NOTE:
ITEMS SHOWN SCREENED REPRESENT
EXISTING CONDITIONS. ITEMS SHOWN BOLD



6		
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No.	Date	Revision

Designed: M. LOMELI	
Drawn: D. COLLAZO	
Checked: J. LOCKHART	
Job No.: W131430	
Date: 02/2025	© 2025

MONUMENT AND FENCING DETAILS

NEW GROCERY AND FUEL STATION

CITY OF OCUCOEE, FLORIDA

THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.

Sheet No.
5.4b

[illegible]

Ocoee Village Center

City of Ocoee, Florida
Prepared For: Ocoee Development IV, LLC

Hardscape Details

Landscape Architect In Charge:
Ramon V. Murray

Registration # LA0001383

DATE: 02.08.23
PROJECT NO.: 2212.PBE.01
DRAWN BY: CWY
DESIGNED BY: RVM
CHECKED BY: RVM

SHEET NO.
HD.01

	No.	Date	Revision
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Job No.: W131430	
Date: 02/2025	© 2025

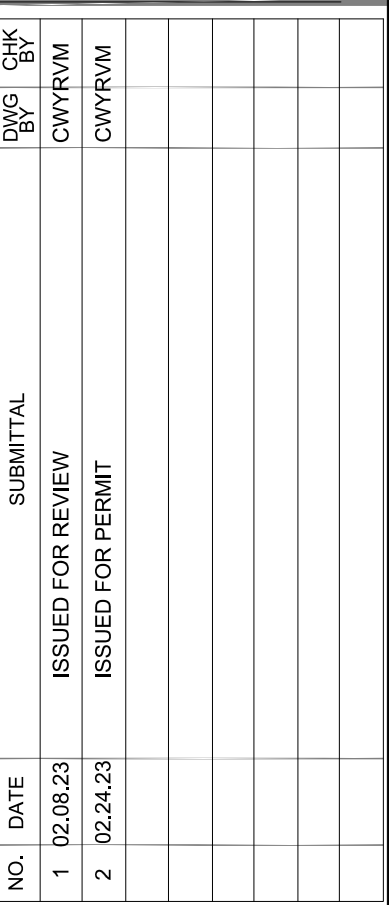
FENCING AND COLUMN DETAILS

NEW GROCERY AND FUEL STATION

CITY OF OCOCOE, FLORIDA

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Sheet No.
5.4c



Ocoee Village Center

City of Ocoee, Florida
Prepared For: Ocoee Development IV, LLC

Hardscape Details

Landscape Architect In Charge:
Ramon V. Murray

Registration # LA0001383

DATE: 02.08.23

PROJECT NO.: 2212.PBE.01

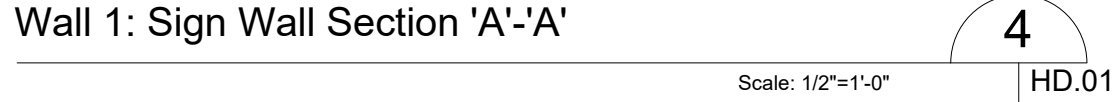
DRAWN BY: CWY

DESIGNED BY: RVM

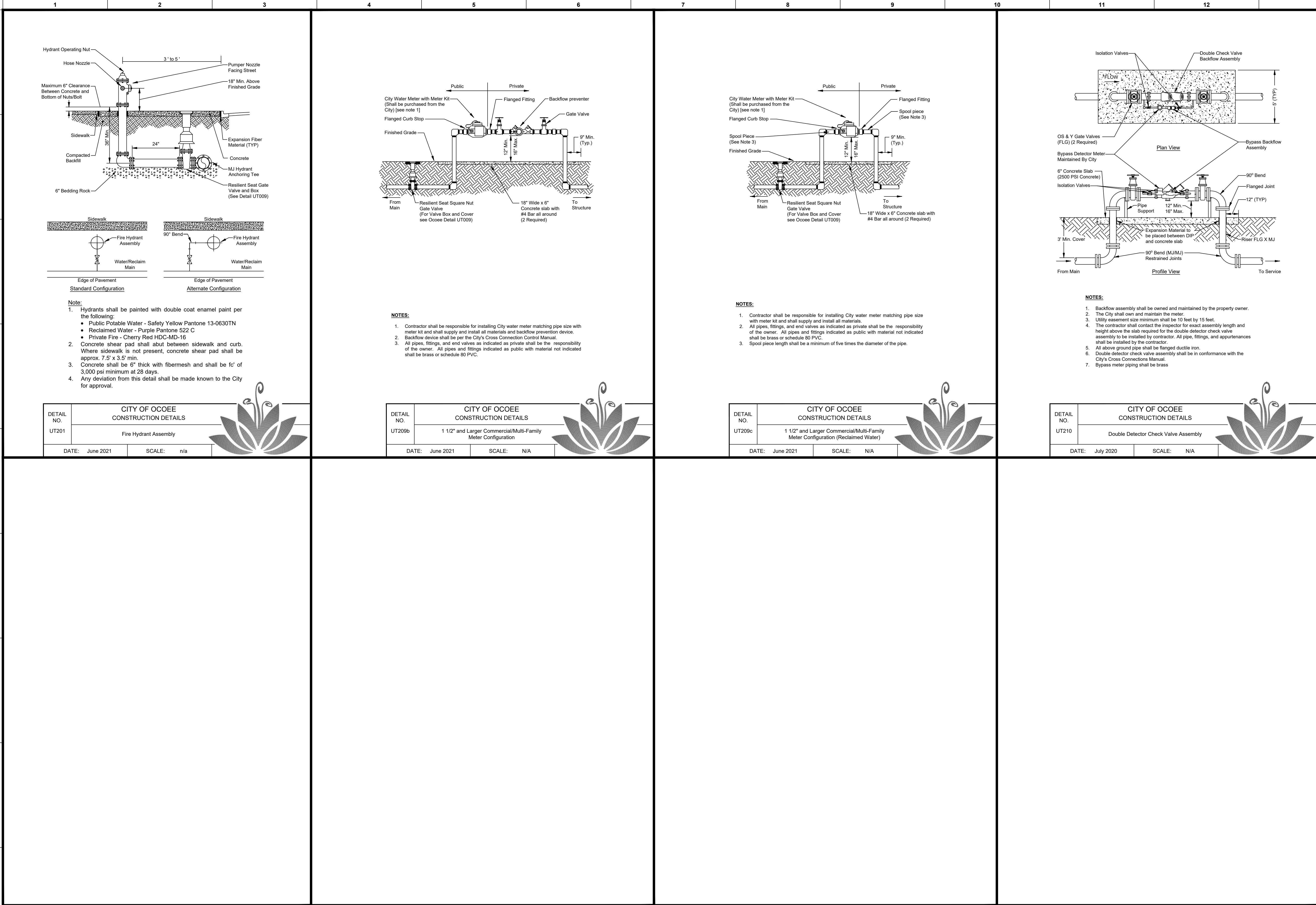
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SHEET NO.

HD.02



Page 270 of 356



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Plans Prepared By:
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A Full Service A & E Firm

JOSHUA D. LOCKHART
FL PE NO. 74011

No.	Date	Revision

Designed: M. LOMELI

Drawn: D. COLLAZO

Checked: J. LOCKHART

Job No.: W131430

Date: 06/2025 © 2025

CITY UTILITY DETAIL

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

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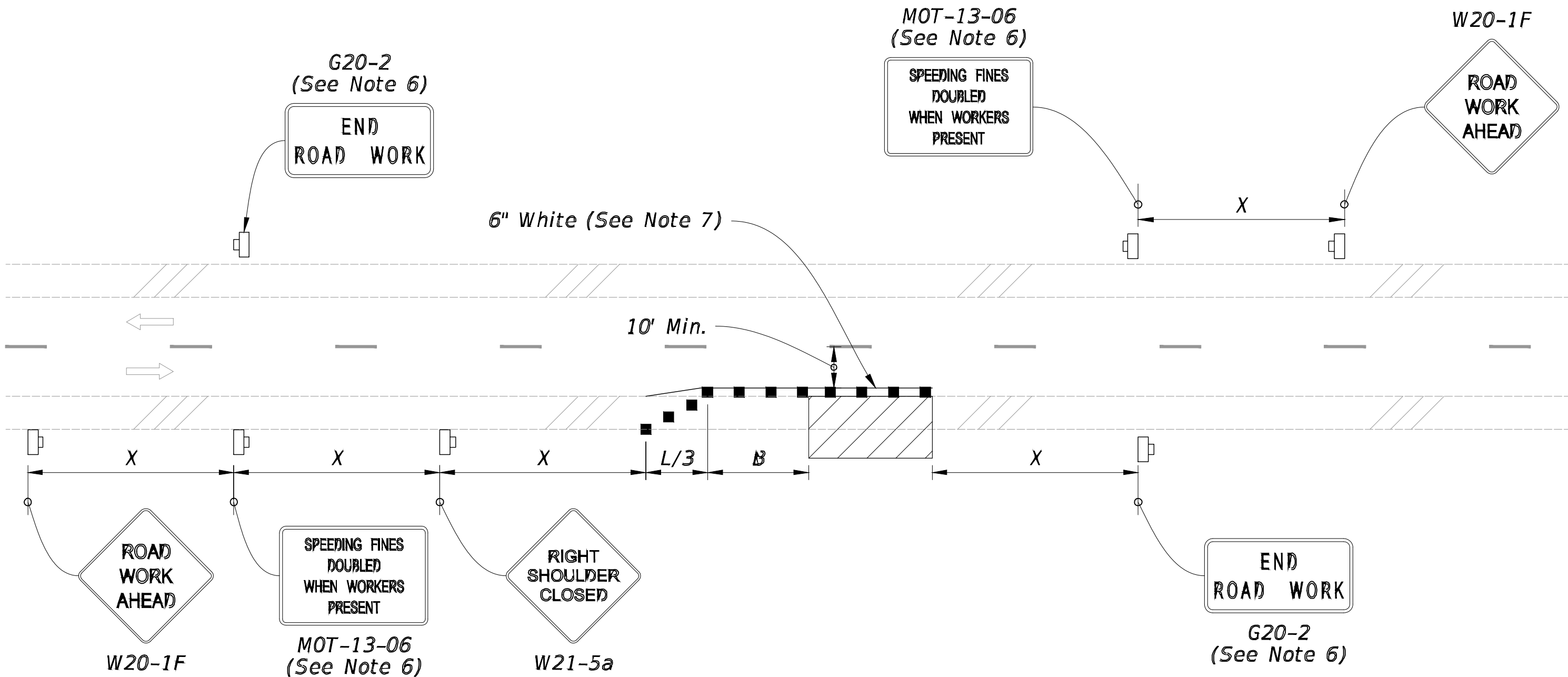
Sheet No.
C5.7

NOTE:

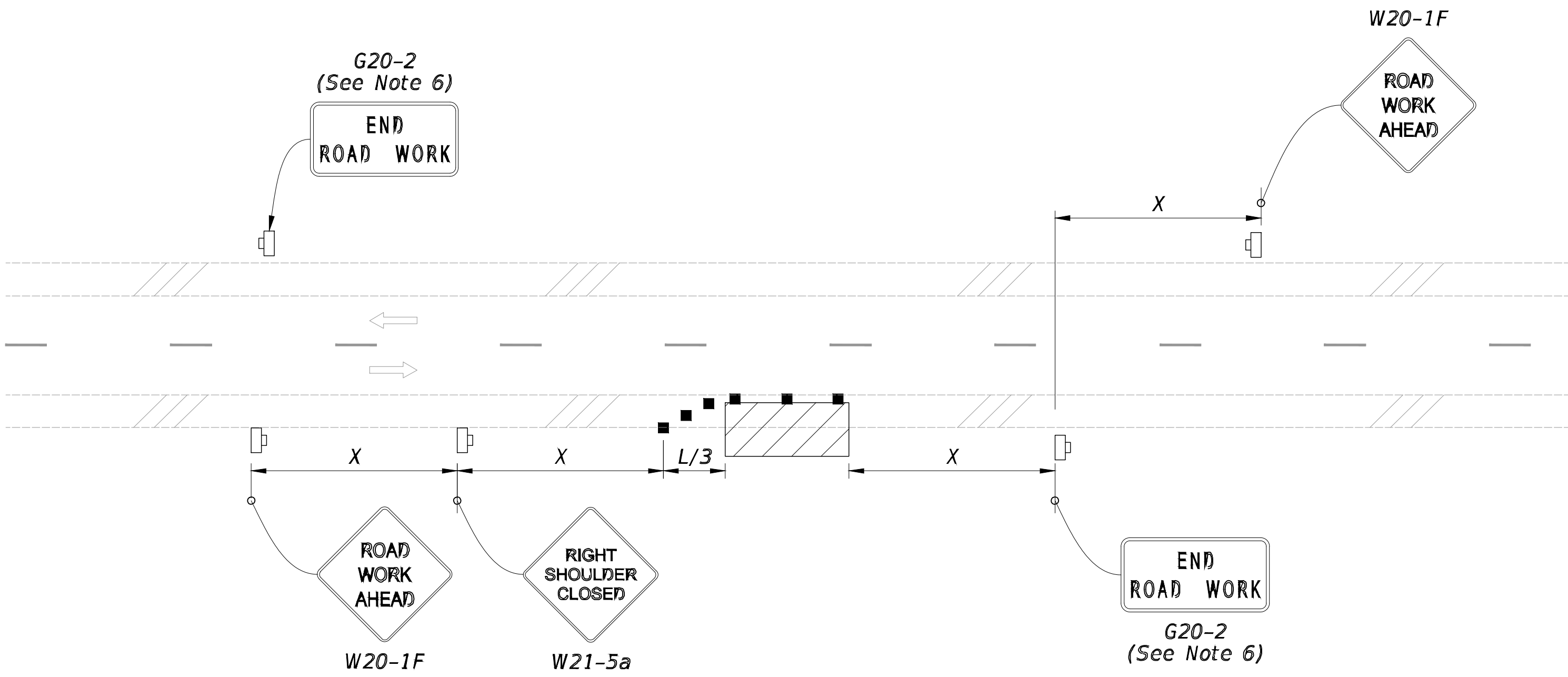
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
 X = Work Zone Sign Spacing
 B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

No.	Date	Revision
1		
2		
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Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
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MAINTENANCE OF TRAFFIC
NEW GROCERY AND FUEL STATION
CITY OF OCOCHEE, FLORIDA

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Sheet No.
MOT.1

LAST
REVISION
11/01/21

REVISION

DESCRIPTION:



FY 2023-24
STANDARD PLANS

TWO-LANE AND MULTILANE, WORK ON SHOULDER

INDEX
102-602

SHEET
1 of 2

No.	Date	Revision

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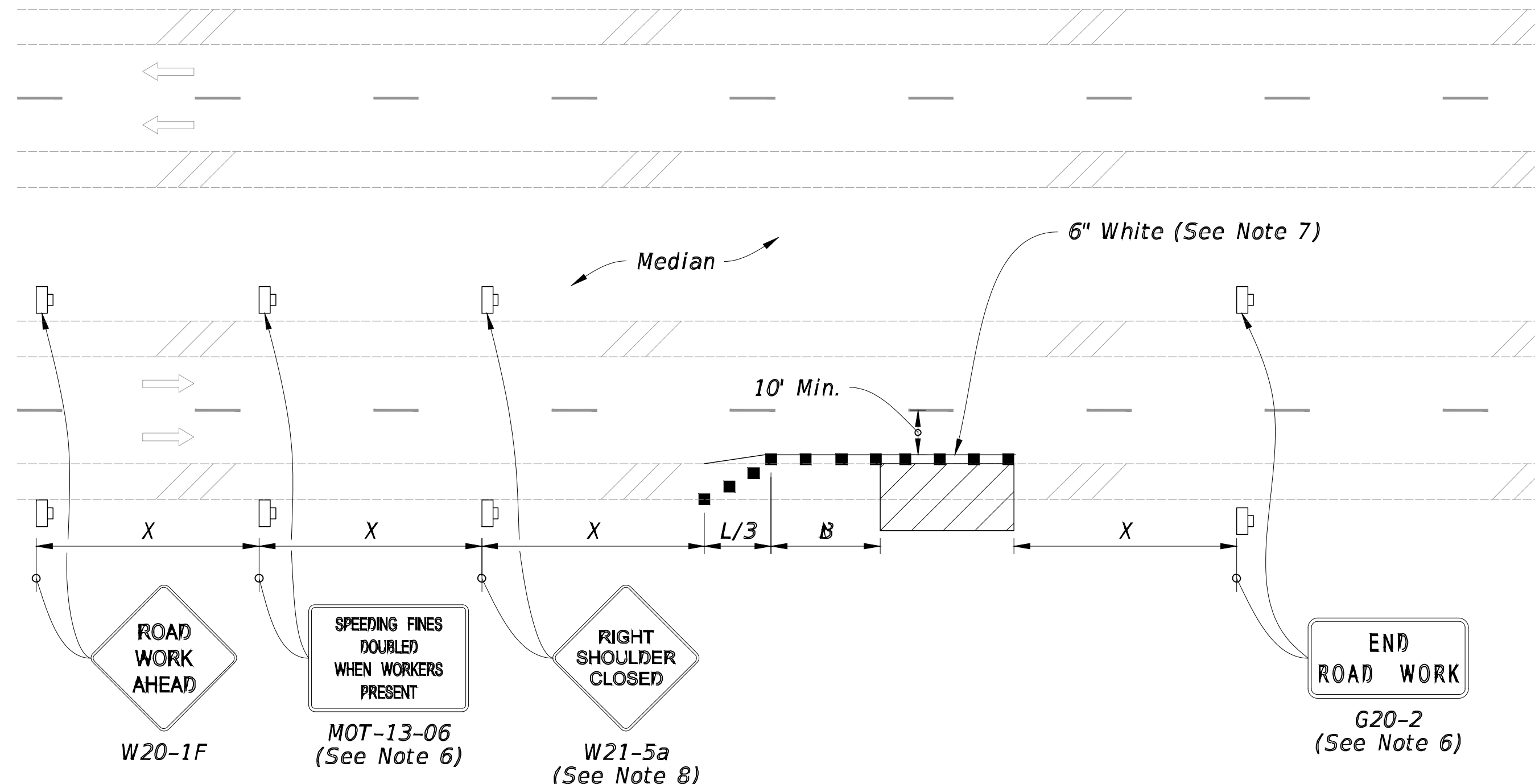
MAINTENANCE OF TRAFFIC	NEW GROCERY AND FUEL STATION CITY OF OCOCHEE, FLORIDA
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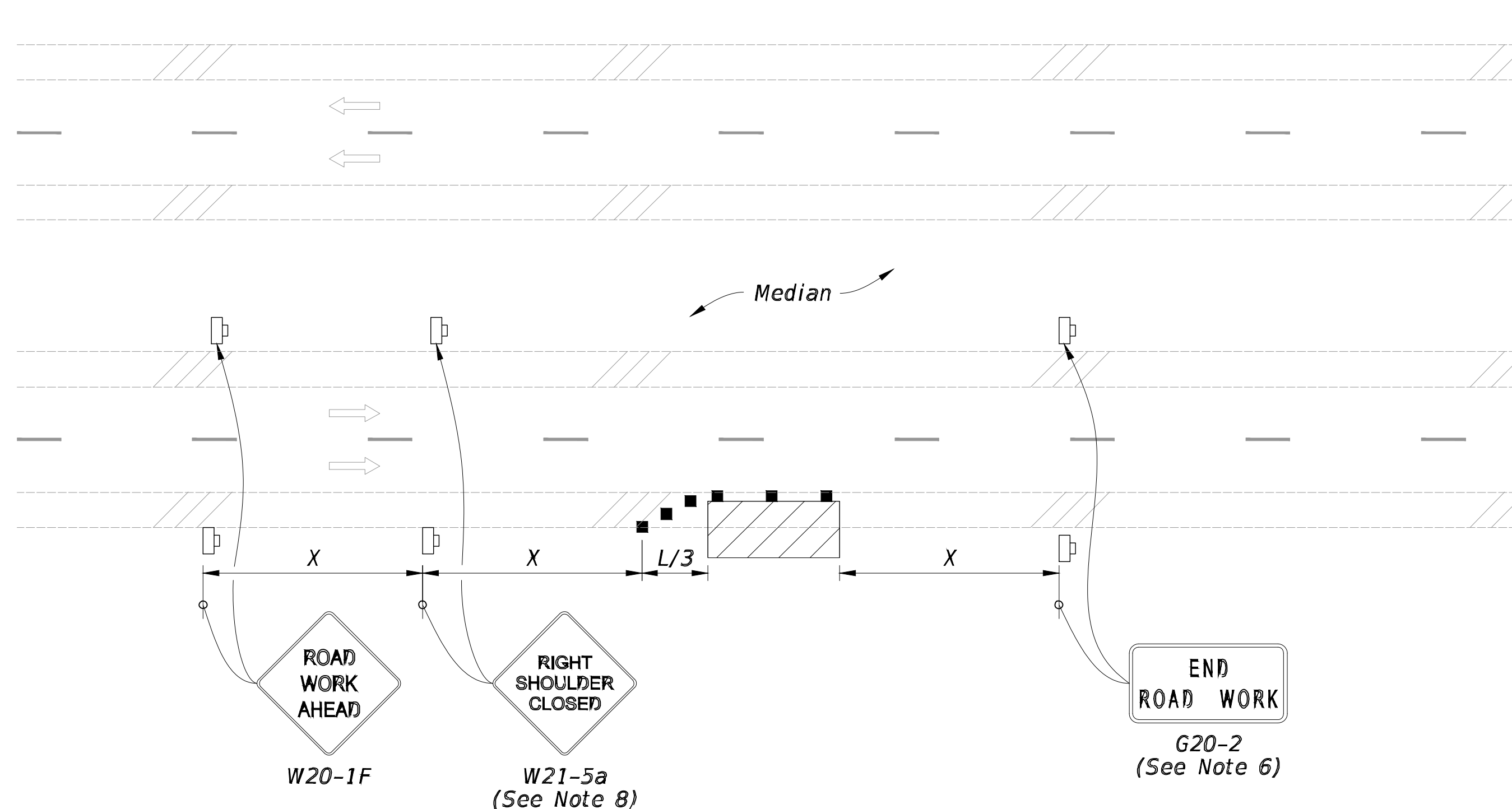
Sheet No.
MOT.2

NB 6:00AM. - 7:00PM. SB 6:00AM. - 7:00PM.

ALL LANE CLOSURES, MOBILE OPERATIONS AND TRAFFIC PACING
OPERATIONS SHALL BE ENTERED INTO THE LANE CLOSURE
INFORMATION SYSTEM (LCIS) BY THE RESPECTIVE CONTRACTOR
OR PERMITTEE. EACH REQUEST WILL BE REVIEWED BY THE
APPROPRIATE DEPARTMENT PERSONNEL FOR COMPLIANCE WITH
CONTRACT OR PERMIT REQUIREMENTS AND COORDINATION
WITH ADJACENT PROJECTS OR WORK ACTIVITIES. THE LANE
CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT
A MINIMUM OF 2 WEEKS PRIOR (48 HOURS FOR UTILITY PERMITS)
TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY
THE DEPARTMENT BEFORE WORK REQUIRING THE CLOSURE MAY
BEGIN WITHIN THE FDOT RIGHT OF WAY.



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

Work Area

Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic

LAST
REVISION
11/01/20

REVISION

DESCRIPTION:

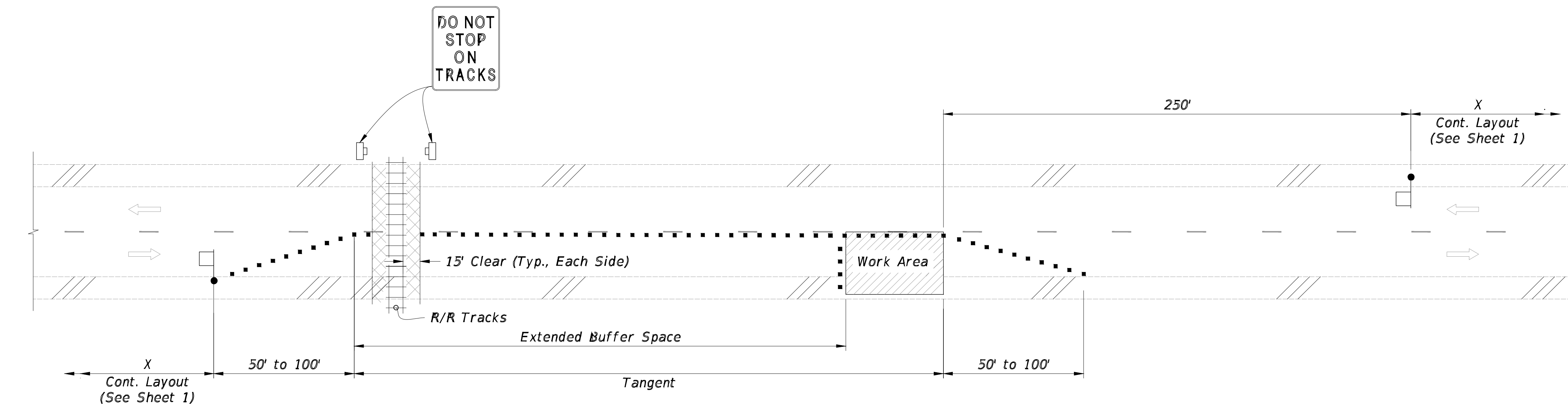


FY 2023-24
STANDARD PLANS

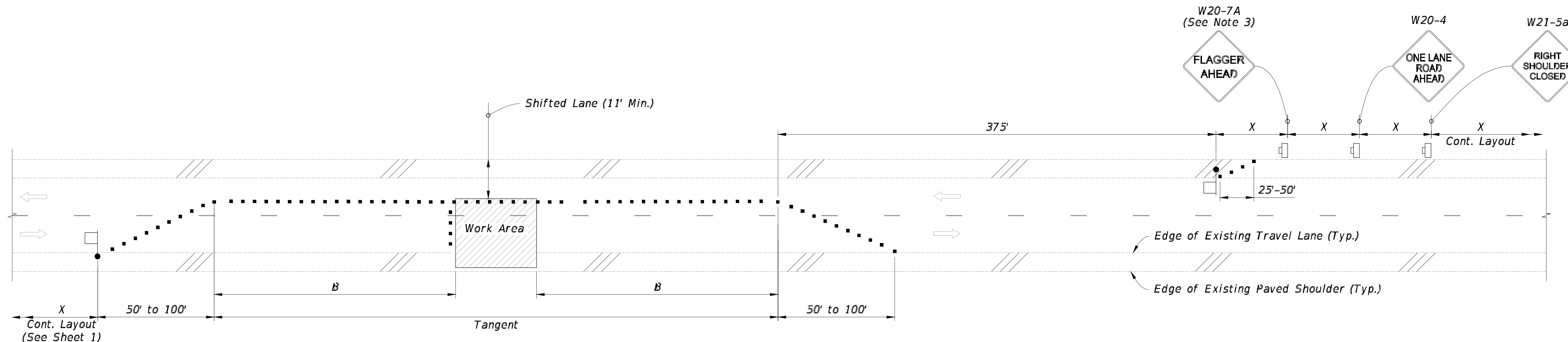
TWO-LANE AND MULTILANE, WORK ON SHOULDER

INDEX
102-602

SHEET
2 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



**TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)**

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION	REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 2 of 2
11/01/21						

MAINTENANCE OF TRAFFIC
NEW GROCERY AND FUEL STATION
CITY OF OCOCHEE, FLORIDA

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Sheet No.
MOT.4

1. *Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.*
2. *Place pedestrian LCDs across the full width of the closed sidewalk.*
3. *For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.*
4. *"Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.*
5. *Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).*

 Work Area
 Work Zone Sign
 Pedestrian Longitudinal Channelizing Device (LCD)
 Lane Identification and Direction of Traffic



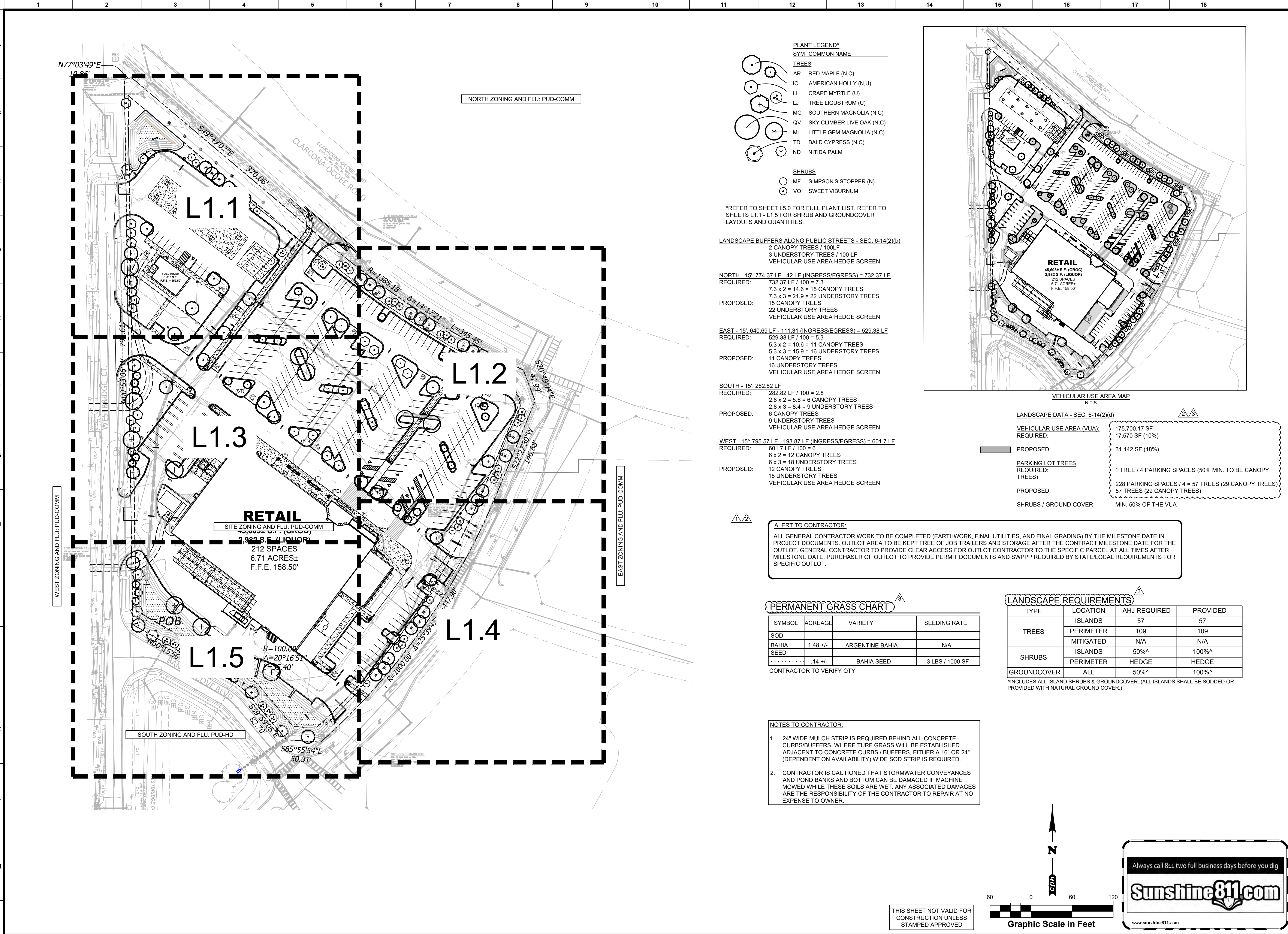
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Drawn: D. COLLAZO	
Checked: J. LOCKHART	
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MOT.5



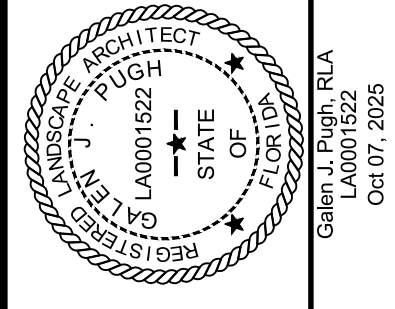
- Sheet No.
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1	10/03/25	PER CITY COMMENTS/CPH REVIEW
2	6/6/25	PER CITY COMMENTS
3	2/24/25	PER CITY COMMENTS

Designed: M. AGUIAR
Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024 © 2025

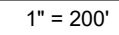
OVERALL LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOCHEE, FLORIDA

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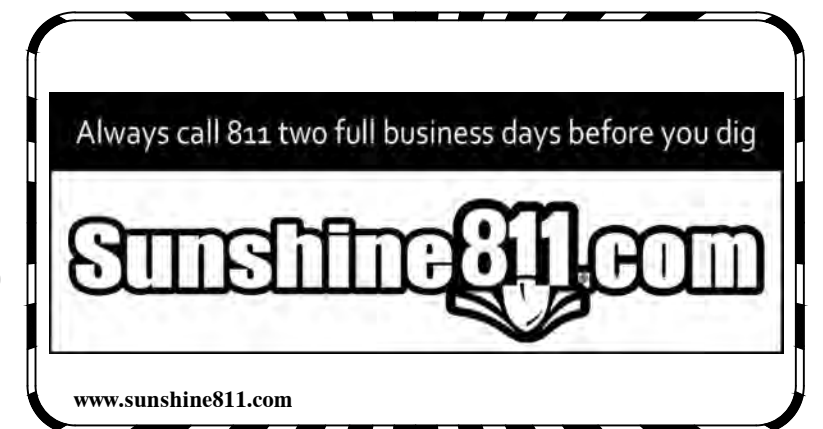
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L1.2

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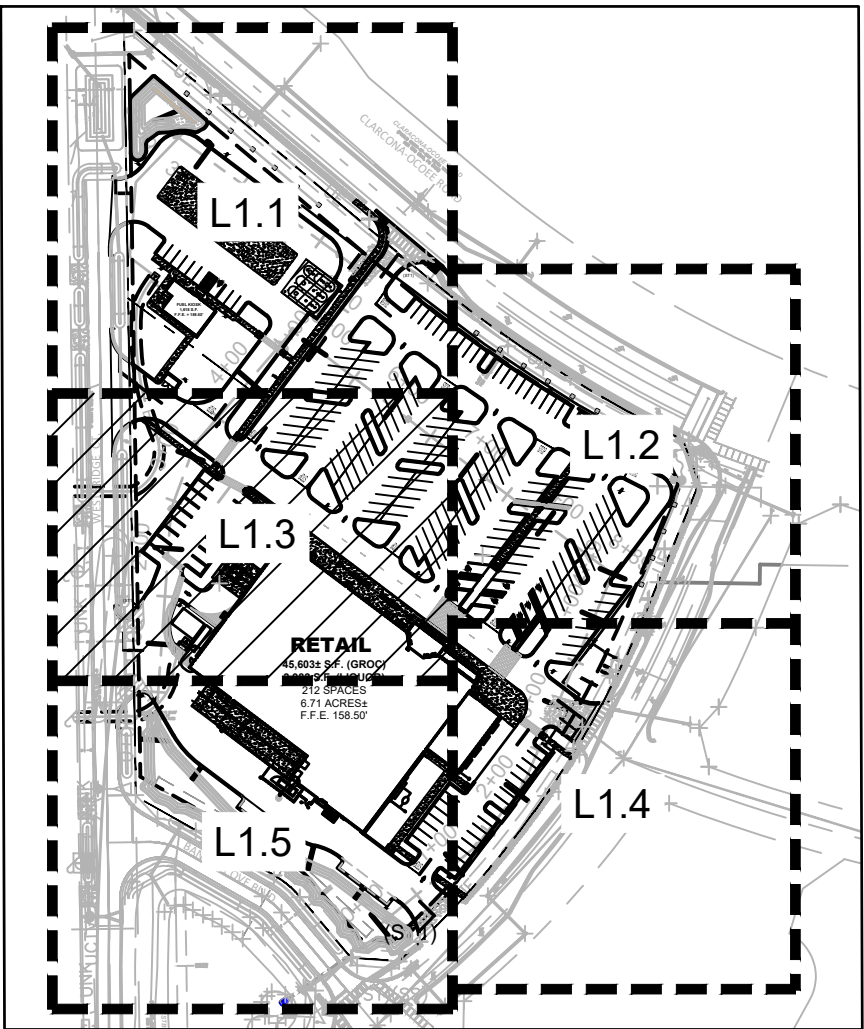
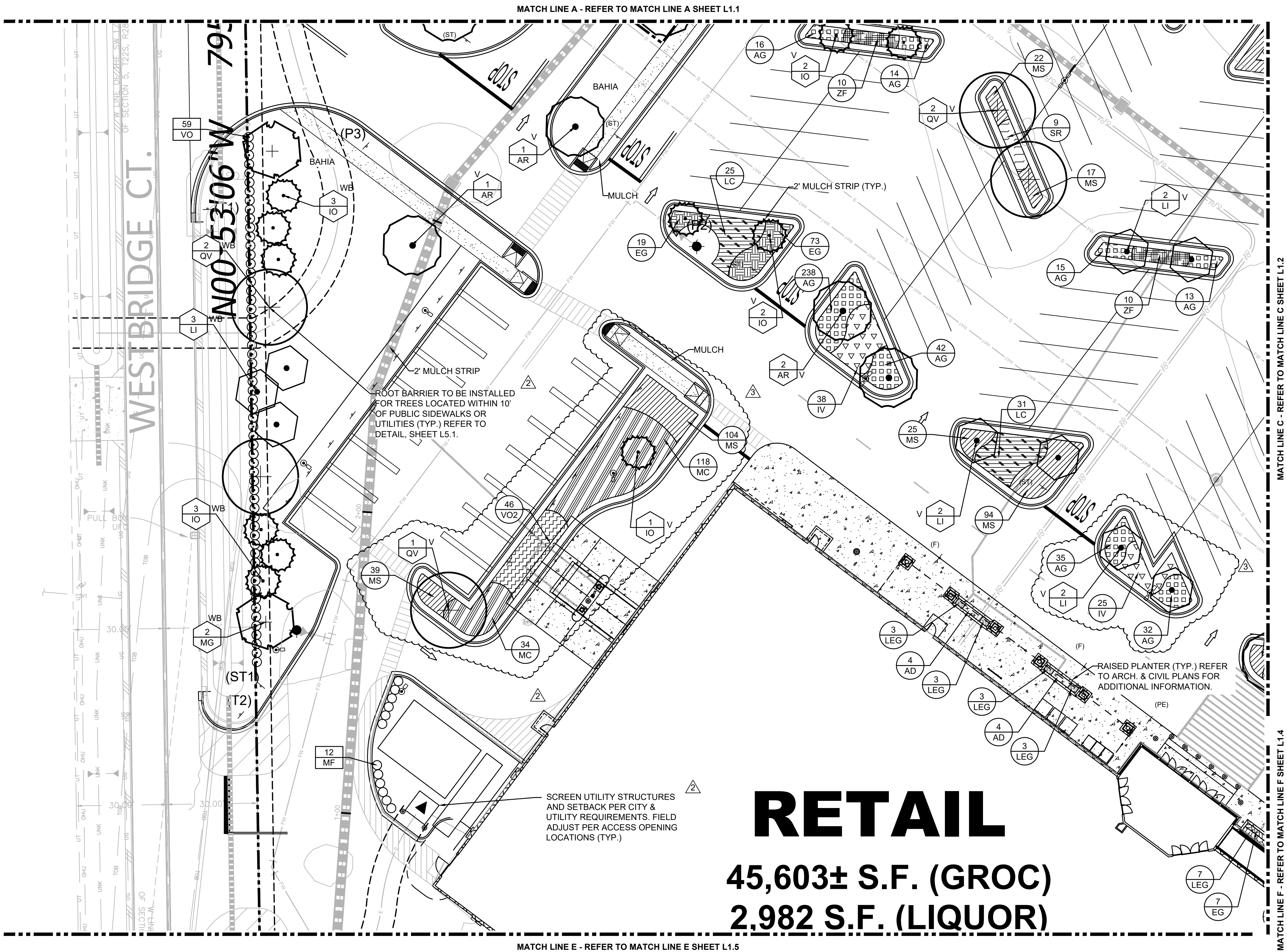


A

B

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D



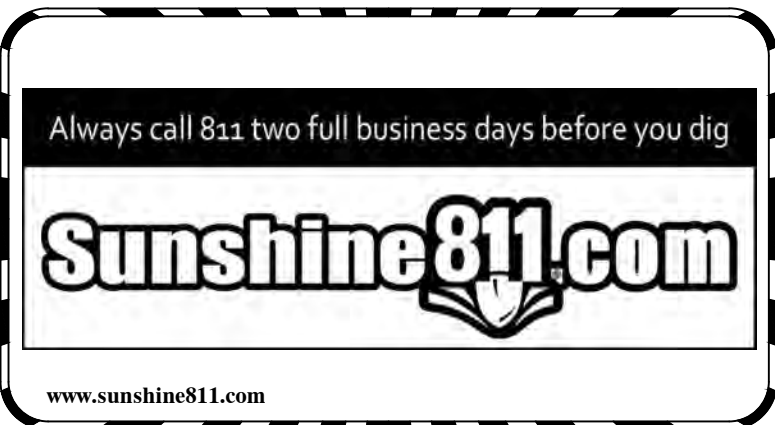
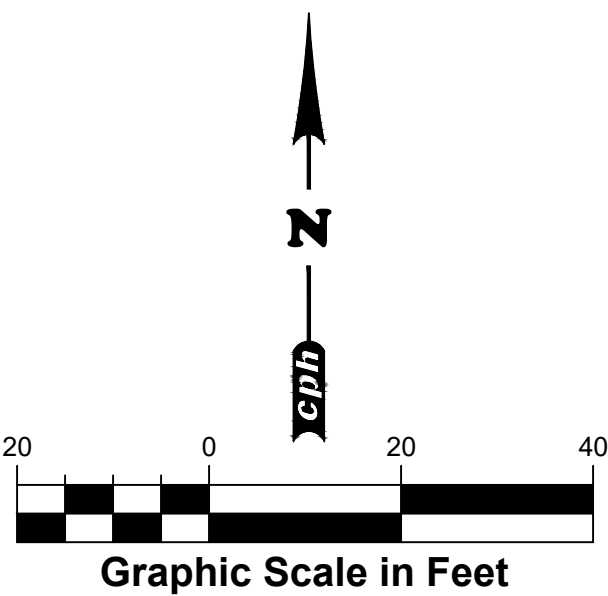
- PLANT LEGEND:**
- SYM. COMMON NAME**
- TREES**
- AR RED MAPLE (N.C.)
 - IO AMERICAN HOLLY (N.U.)
 - LI GRAPE MYRTLE (U)
 - LJ TREE LIGUSTRUM (U)
 - MG SOUTHERN MAGNOLIA (N.C.)
 - QV SKY CLIMBER LIVE OAK (N.C.)
 - ML LITTLE GEM MAGNOLIA (N.C.)
 - TD BALD CYPRESS (N.C.)
 - NO NITIDA PALM
- SHRUBS**
- MF SIMPSON'S STOPPER (N)
 - VO SWEET VIBURNUM
- SHRUB / GROUND COVER**
- VO2 DWARF WALTER'S VIBURNUM (N)
 - AG PERENNIAL PEANUT
 - MS SUNSHINE MIMOSA (N)
 - IV DWARF YAUPOH HOLLY (N)
 - LC DWARF LOROPETALUM
 - LEG EVERGREEN GIANT
 - MC MUHLY GRASS (N)
 - ZF COONTIE (N)
 - SR SILVER SAW PALMETTO (N)
 - EG BLUE MIND BLUE DAZE
 - AD FOXTAIL FERN

*REFER TO SHEET L5.0 FOR FULL PLANT LIST

- TREE DESIGNATION LEGEND:**
- EB = EAST BUFFER TREE
 - NB = NORTH BUFFER TREE
 - SB = SOUTH BUFFER TREE
 - WB = WEST BUFFER TREE
- V = VUA TREE

REFER TO L5.0 FOR PLANT LIST AND TOTAL QUANTITIES.

UPDATED PARKING LOT ISLAND LAYOUTS

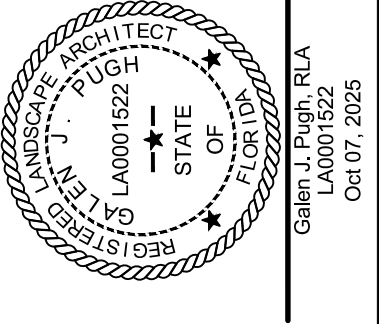


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1	10/03/25	PER CITY COMMENTS/CPH REVIEW
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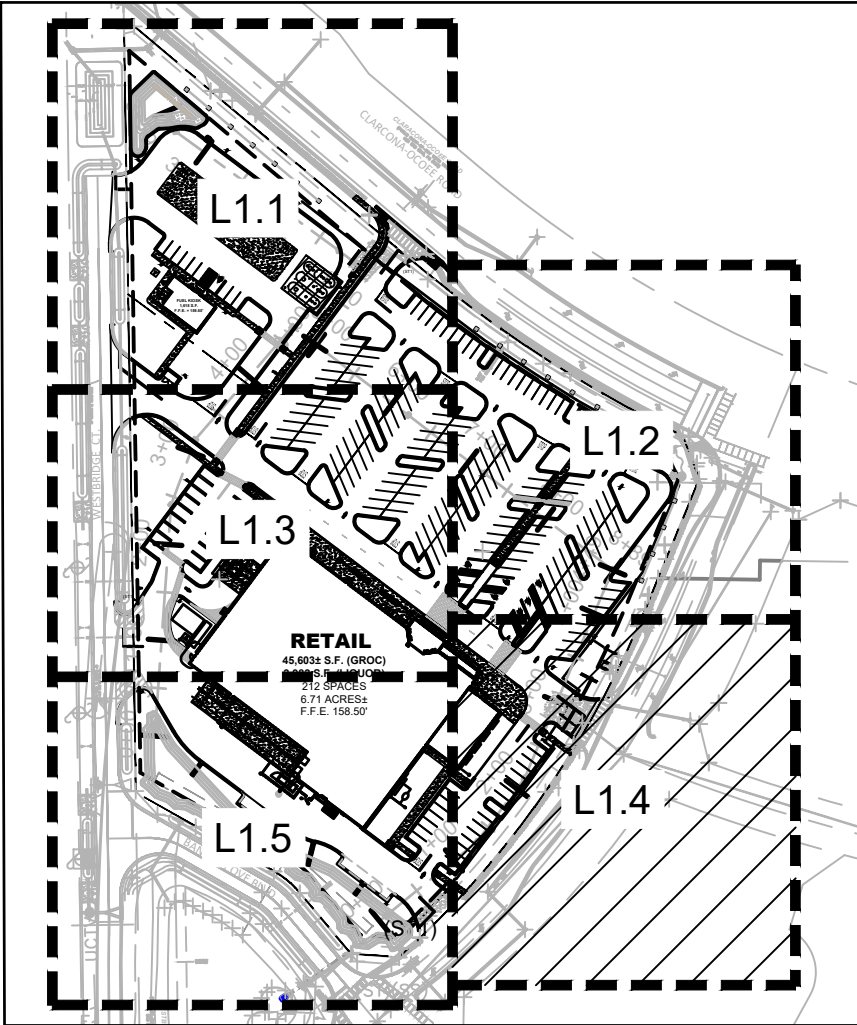
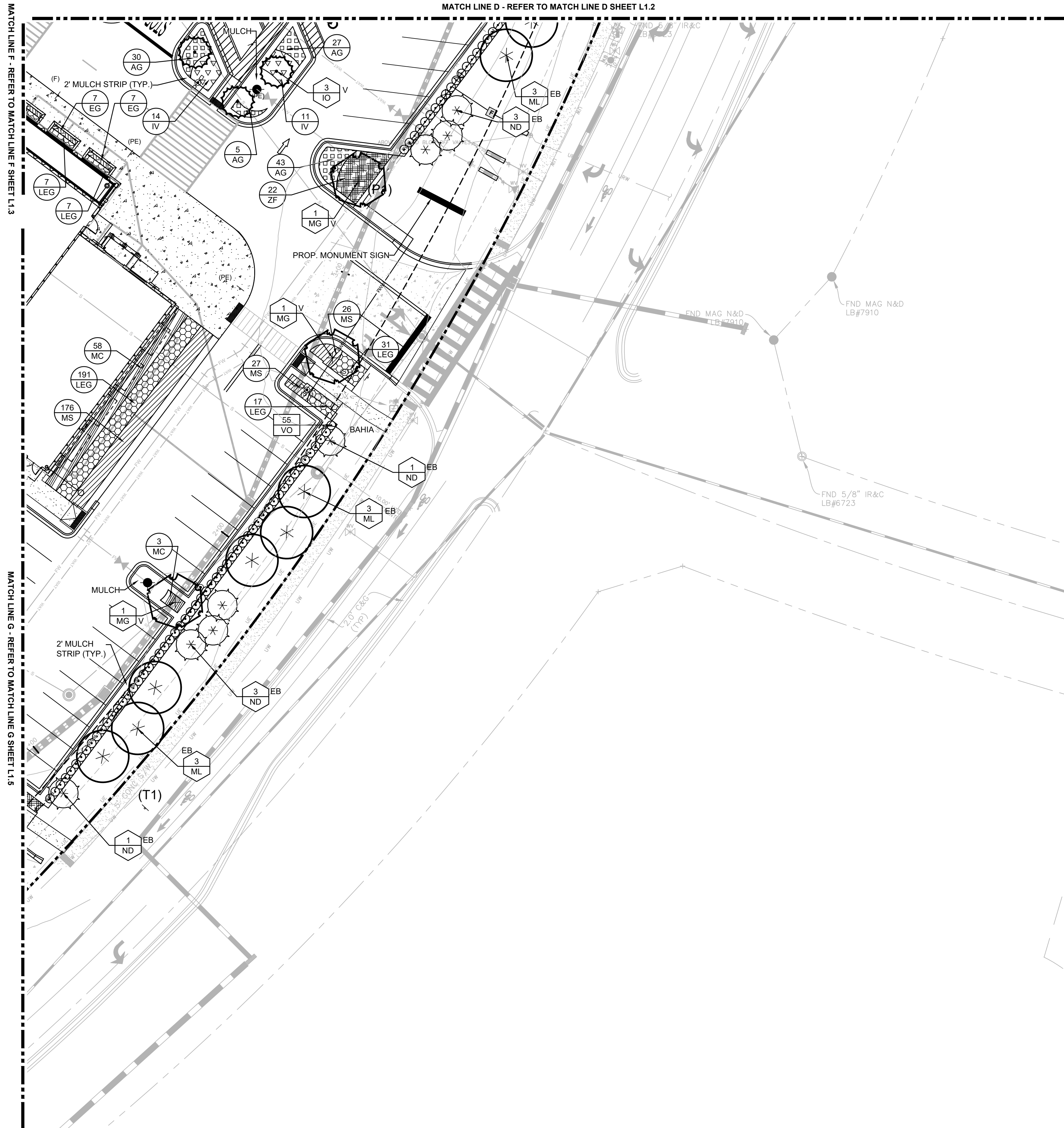
LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOCHEE, FLORIDA

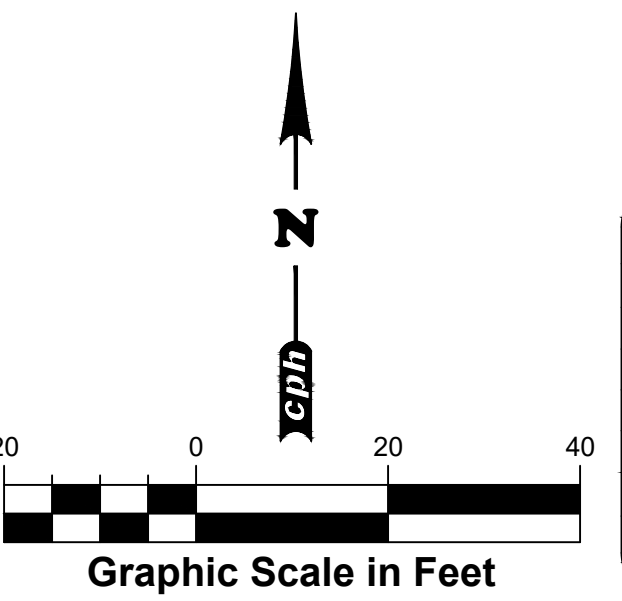
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L1.3



- PLANT LEGEND:**
- SYM. COMMON NAME**
- TREES**
- AR RED MAPLE (N.C.)
- IO AMERICAN HOLLY (N.U.)
- LI CRAPE MYRTLE (U)
- LJ TREE LIGUSTRUM (U)
- MG SOUTHERN MAGNOLIA (N.C.)
- QV SKY CLIMBER LIVE OAK (N.C.)
- ML LITTLE GEM MAGNOLIA (N.C.)
- TD BALD CYPRESS (N.C.)
- ND NITIDA PALM
- SHRUBS**
- MF SIMPSON'S STOPPER (N)
- VO SWEET VIBURNUM
- SHRUB / GROUND COVER**
- VO2 DWARF WALTER'S VIBURNUM (N)
- AG PERENNIAL PEANUT
- MS SUNSHINE MIMOSA (N)
- IV DWARF YAUPOH HOLLY (N)
- LC DWARF LOROPETALUM
- LEG EVERGREEN GIANT
- MC MUHLY GRASS (N)
- ZF COONTIE (N)
- SR SILVER SAW PALMETTO (N)
- EG BLUE MIND BLUE DAZE
- AD FOXTAIL FERN

- TREE DESIGNATION LEGEND:**
- EB = EAST BUFFER TREE
- NB = NORTH BUFFER TREE
- SB = SOUTH BUFFER TREE
- WB = WEST BUFFER TREE
- V = VUA TREE
- REFER TO L5.0 FOR PLANT LIST AND TOTAL QUANTITIES.

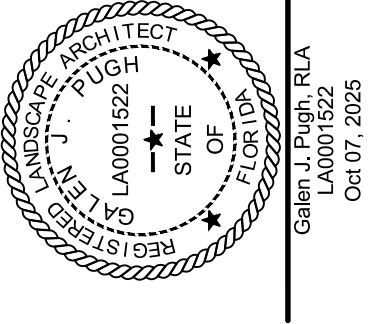


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LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOCHEE, FLORIDA

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ENCHMARK #513
1/4" NAIL & DISK
LB #7143
55.68 (NAVD '88)
8.53
.88

MATCH LINE E - REFER TO MATCH LINE E SHEET L1.3

212 SPACES
6.71 ACRES±
F.F.E. 158.50'

FARM SIGN

BANYAN COVE BLVD

TOP OF WATER
ELEV = 150.94
DATE: 8/15/24

PULL BOX
ELEC

SEED POND
BOTTOM

(T3)

BAHIA

MULCH

MULCH

MULCH

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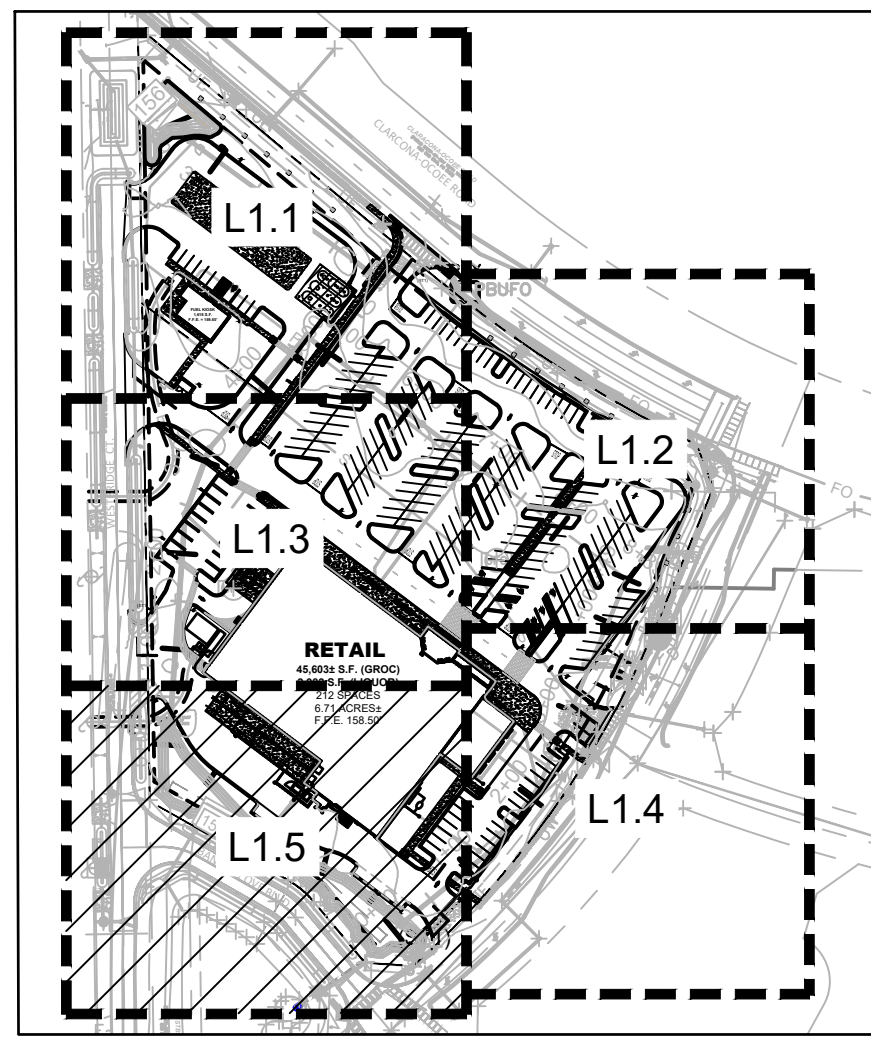
MULCH

MULCH

MULCH

MULCH

MULCH



1" = 200'

PLANT LEGEND:

SYM COMMON NAME

TREES

- AR RED MAPLE (N.C)
- IO AMERICAN HOLLY (N.U)
- LI CRAPE MYRTLE (U)
- LJ TREE LIGUSTRUM (U)
- MG SOUTHERN MAGNOLIA (N.C)
- QV SKY CLIMBER LIVE OAK (N.C)
- ML LITTLE GEM MAGNOLIA (N.C)
- TD BALD CYPRESS (N.C)
- ND NITIDA PALM

SHRUBS

- MF SIMPSON'S STOPPER (N)
- VO SWEET VIBURNUM

SHRUB / GROUND COVER

- VO2 DWARF WALTER'S VIBURNUM (N)
- AG PERENNIAL PEANUT
- MS SUNSHINE MIMOSA (N)
- IV DWARF YAUPOH HOLLY (N)
- LC DWARF LOROPETALUM
- LEG EVERGREEN GIANT
- MC MUHLY GRASS (N)
- ZF COONTIE (N)
- SR SILVER SAW PALMETTO (N)
- EG BLUE MIND BLUE DAZE
- AD FOXTAIL FERN

*REFER TO SHEET L5.0 FOR FULL PLANT LIST

TREE DESIGNATION LEGEND:

- EB = EAST BUFFER TREE
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- WB = WEST BUFFER TREE

V = VUA TREE

REFER TO L5.0 FOR PLANT LIST AND TOTAL QUANTITIES.

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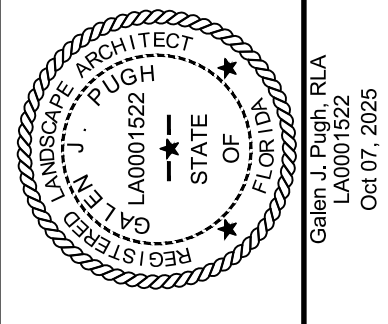
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Building Better Communities Together

1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm



This item has been digitally signed and sealed by G. PUGH, RLA 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

Per City Comments/CPH REVIEW	Per City Comments	Per City Comments	Date	Revision
10/03/25	6/6/25	2/24/25	No.	
1	2	3	4	5

Designed: M. AGUIAR
Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024 © 2025

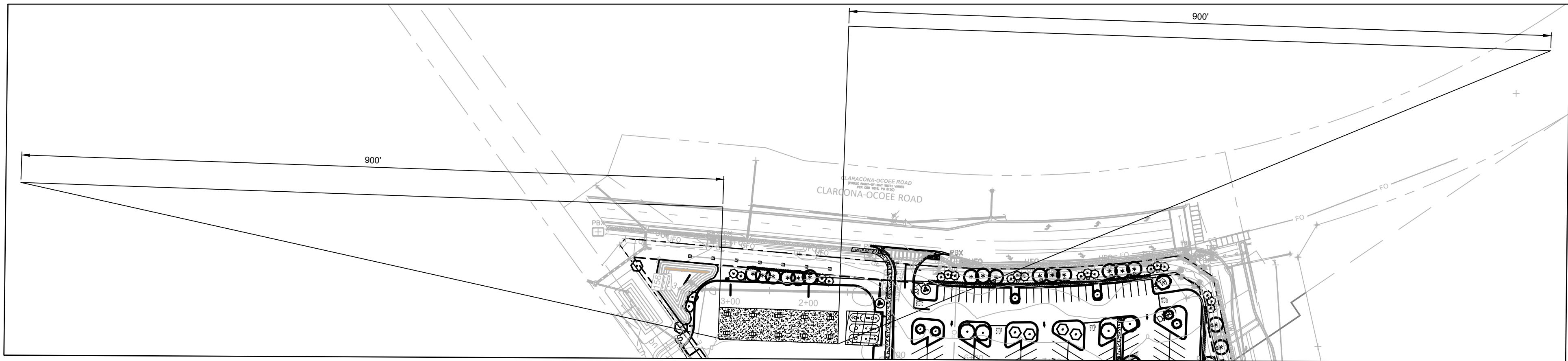
LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOCHEE, FLORIDA

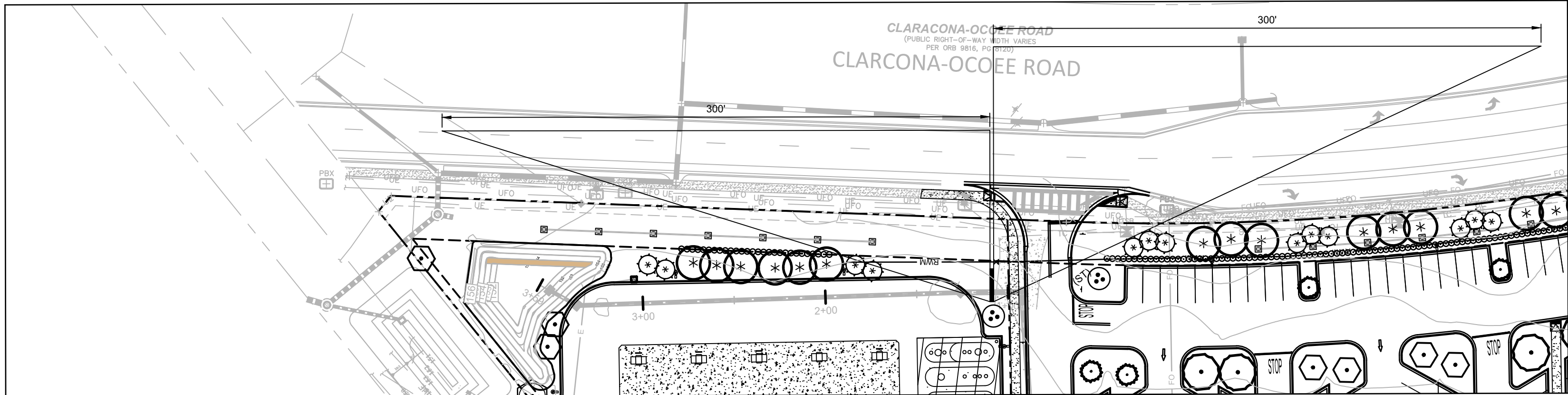
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L1.5



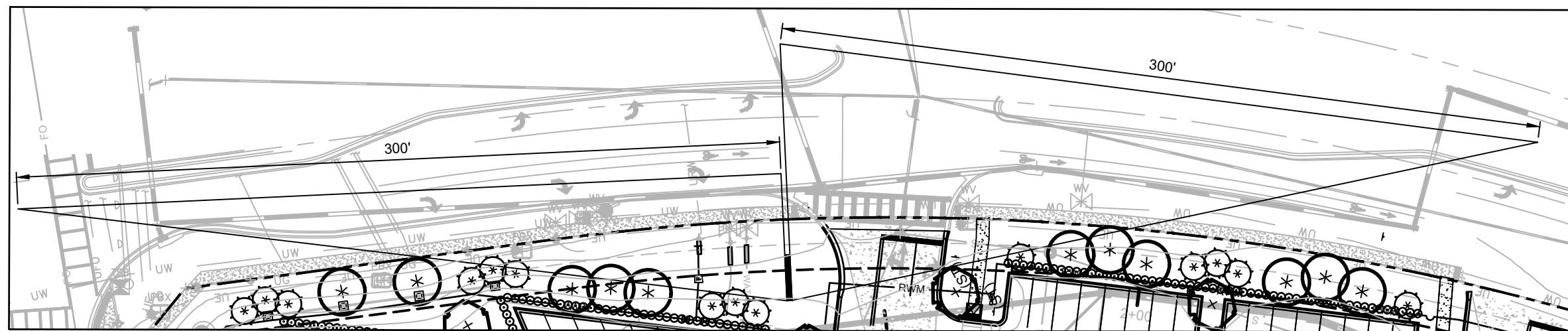
GAS STATION CANOPY VISIBILITY

1" = 100'



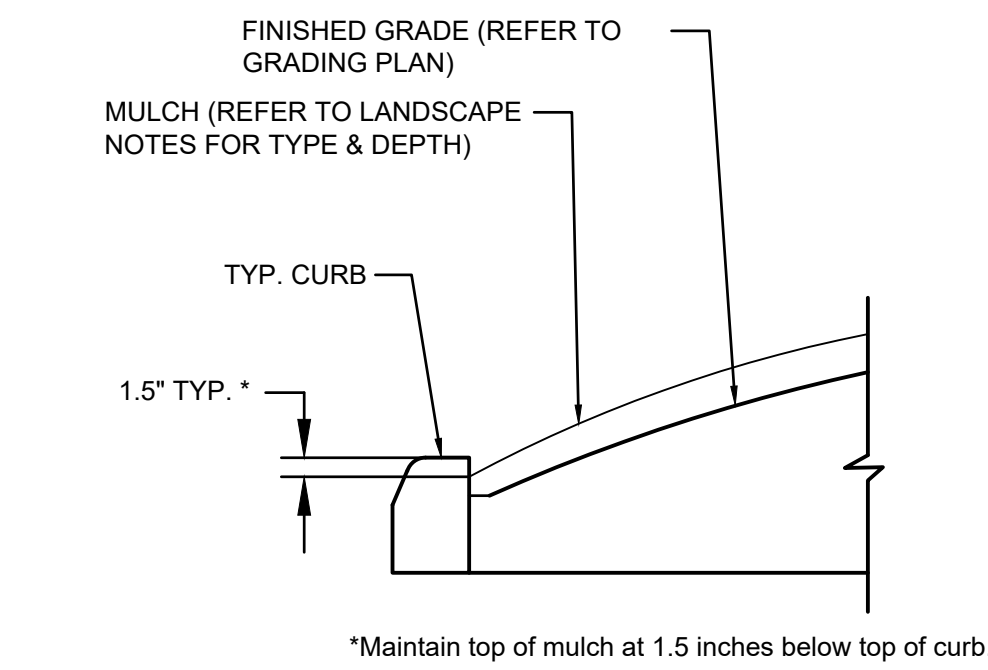
MONUMENT SIGN VISIBILITY

1" = 50'



LAKEWOOD AVE. MONUMENT SIGN VISIBILITY

1" = 50'



TYPICAL MULCH SECTION - LANDSCAPE ISLAND

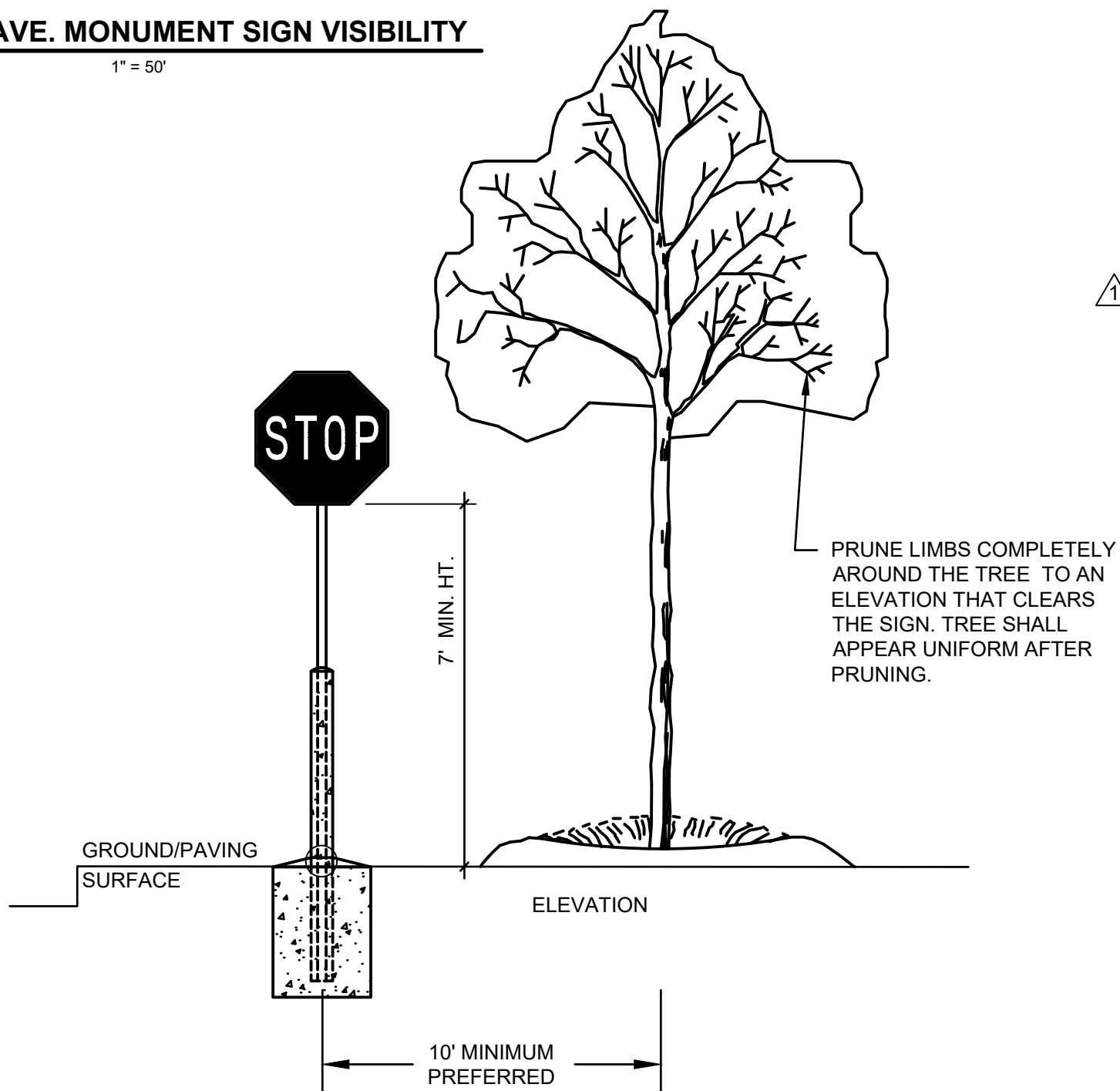
N.T.S.

THIS SHEET NOT VALID FOR CONSTRUCTION UNLESS STAMPED APPROVED

Always call 811 two full business days before you dig

Sunshine811.com

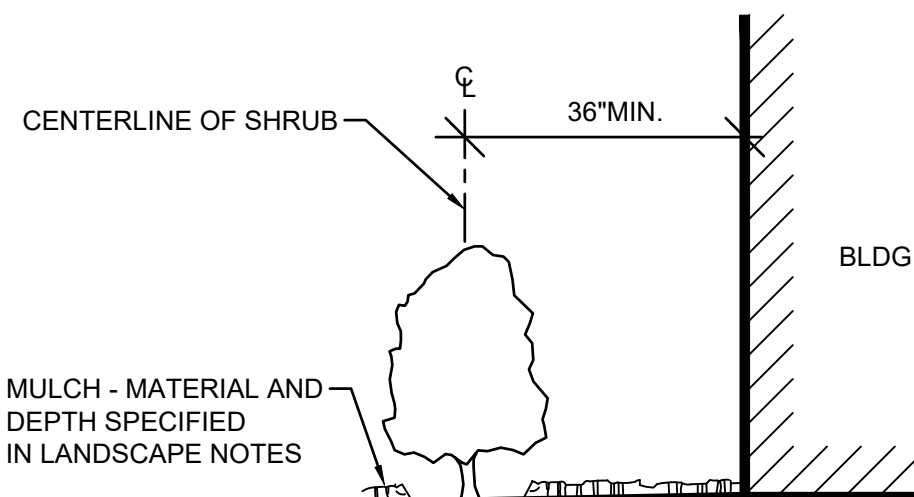
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TREES TO BE PLANTED NO CLOSER THAN 10' IN ALL DIRECTIONS FROM ANY TRAFFIC SIGNS WHEN POSSIBLE. FOR THOSE LOCATED CLOSER THAN 10', TREES SHALL BE PRUNED TO CLEAR THE SIGN.

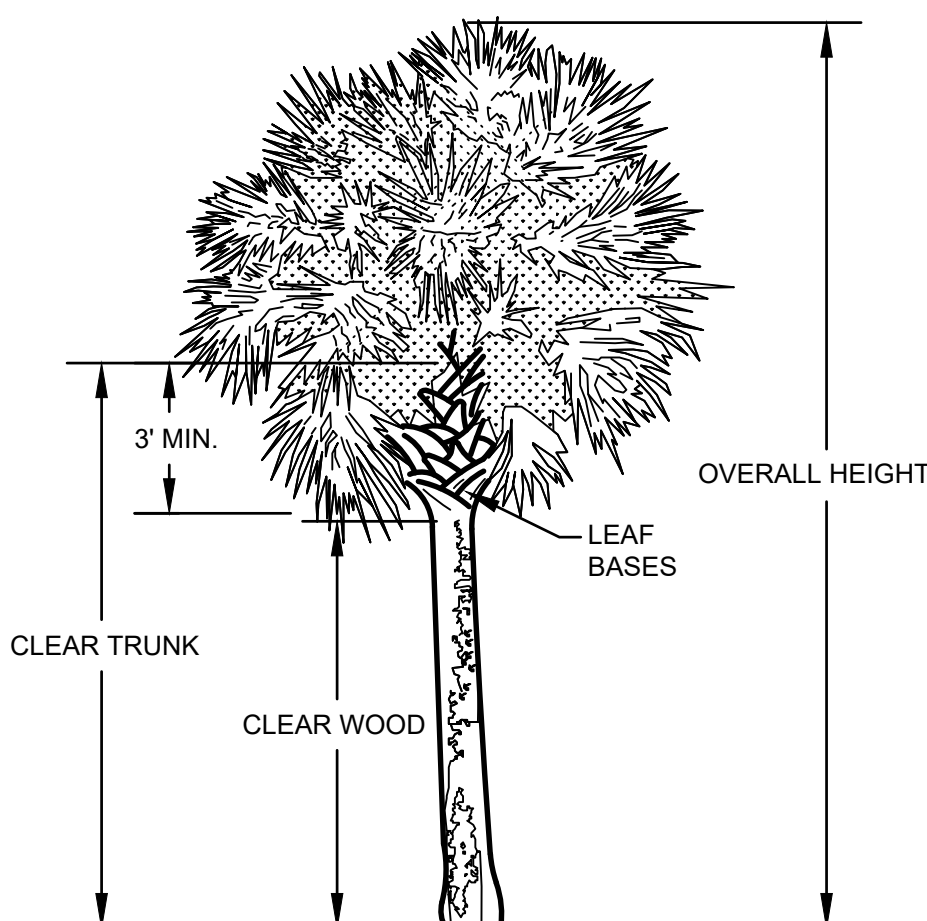
TREE PLANTING AT TYPICAL SIGN

N.T.S.



TYPICAL SECTION - SHRUB PLANTING OFFSET AT BLDG FOUNDATION AND PAVING

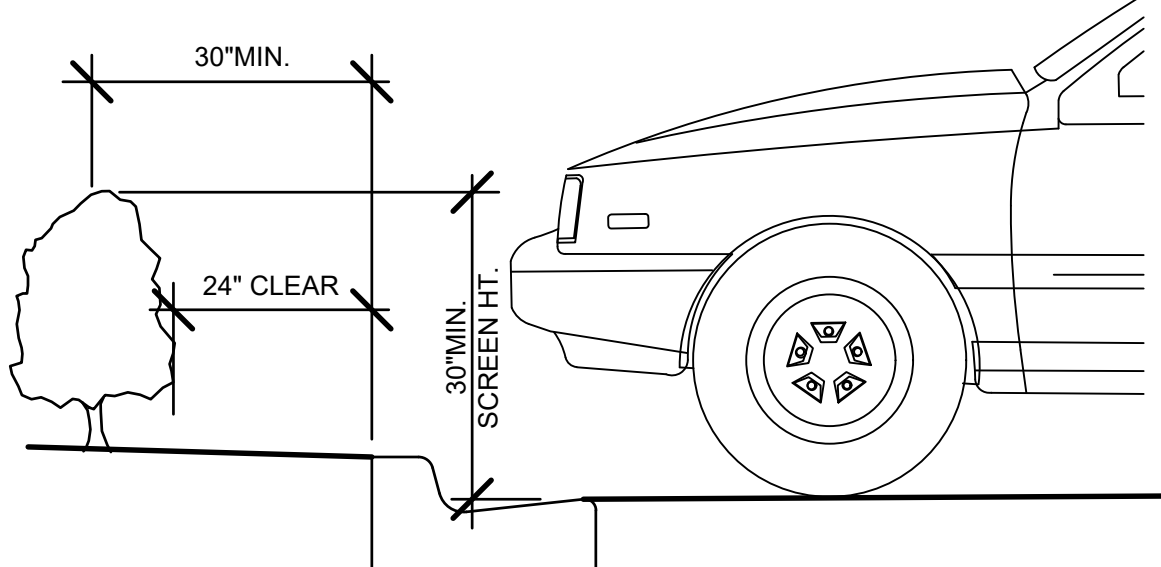
N.T.S.



* ALL PALMS TO HAVE CLEAR WOOD INDICATED ABOVE UNLESS OTHERWISE SPECIFIED.

PALM DETAIL

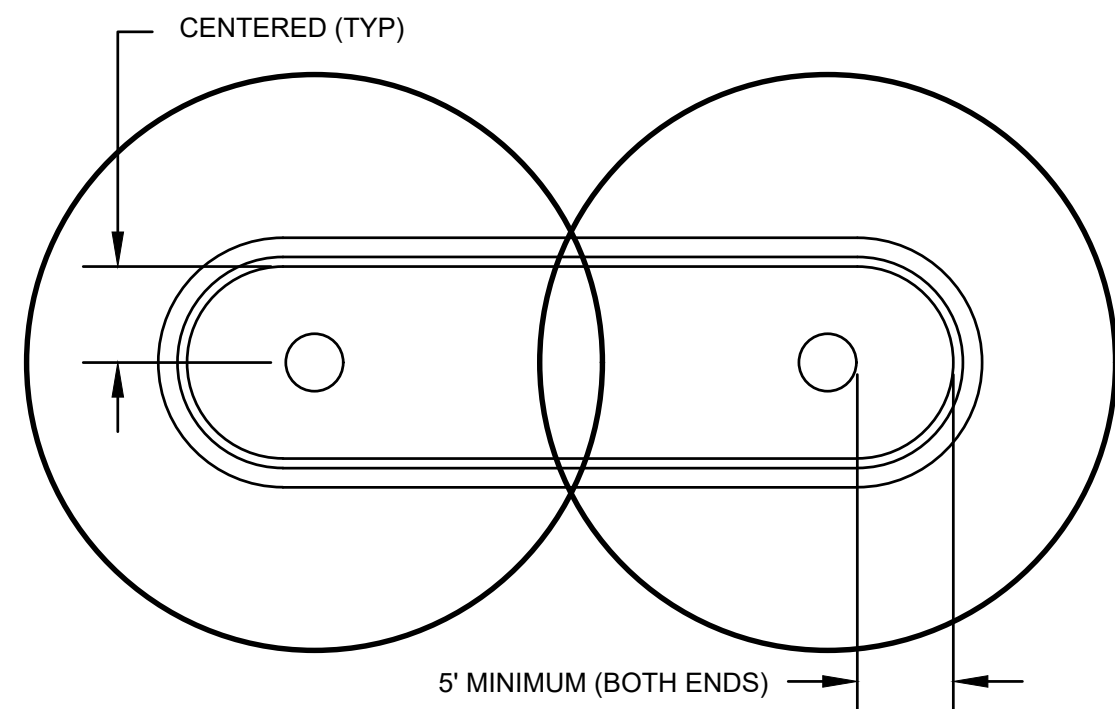
N.T.S.



NOTES:
INSTALL HEDGE ALONG PARKING BAYS A MINIMUM OF 30" BEHIND BACK OF CURB TO ALLOW FOR 24" VEHICULAR OVERHANG. AT TIME OF INSTALLATION, HEDGE SHALL SCREEN A MINIMUM OF 30" ABOVE FINISH GRADE OF PARKING STALLS.

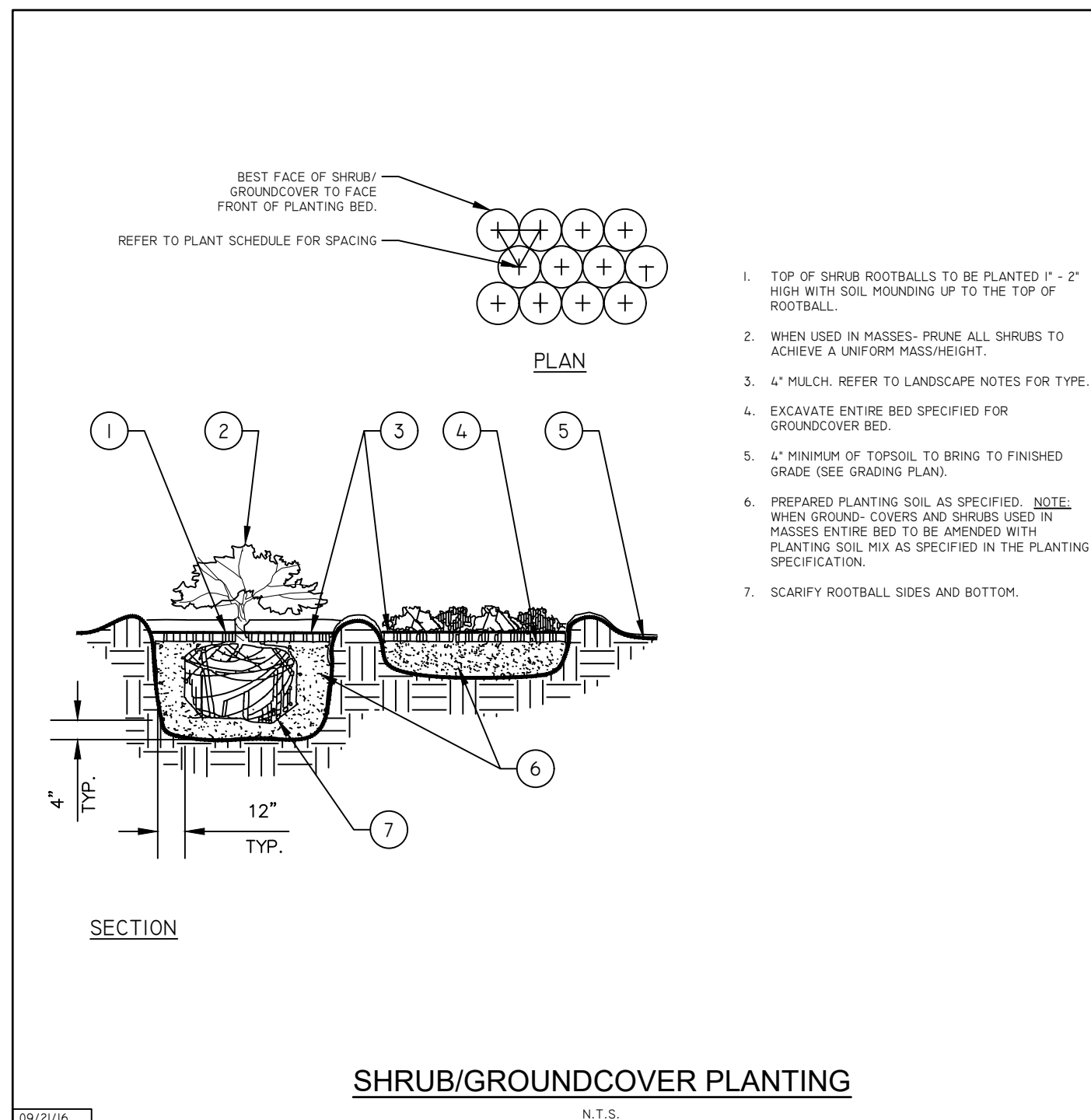
TYPICAL SECTION - HEDGE INSTALLATION

N.T.S.



TYPICAL ISLAND PLANTING

ALL TREES PLANTED IN LANDSCAPE ISLANDS OR ANY LANDSCAPED AREAS SHOULD BE A MINIMUM OF 5' OFF OF BACK OF CURB UNLESS ABSOLUTELY NECESSARY DUE TO UTILITY LINES/PIPES LOCATION.



SHRUB/GROUNDCOVER PLANTING

N.T.S.

PLANT LIST				
SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.
TREES				
AR	RED MAPLE (N.C)	ACER RUBRUM	65 GAL., 3"CAL., 10'MIN. HT., 5'SPRD.	21
IO	AMERICAN HOLLY (N,U)	ILEX OPACA	30 GAL., 2"CAL., 8'MIN. HT., 3'SPRD.	28
LI	CRAPE MYRTLE (U)	LAGERSTROEMIA INDICA	30 GAL., 2"CAL., 8'MIN. HT., 3'SPRD.	24
LJ	TREE LIGUSTRUM (U)	LIGUSTRUM JAPONICUM	30 GAL., 2"CAL., 8'MIN. HT., 3'SPRD.	8
MG	SOUTHERN MAGNOLIA (N,C)	MAGNOLIA GRANDIFLORA	65 GAL., 3"CAL., 10'MIN. HT., 5'SPRD.	9
QV	SKY CLIMBER LIVE OAK (N,C)	QUERCUS VIRGINIANA 'SKYCLIMBER'	65 GAL., 3"CAL., 10'MIN. HT., 5'SPRD.	11
ML	LITTLE GEM MAGNOLIA (N,C)	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	65 GAL., 2.5"CAL., 8'MIN. HT., 4'SPRD.	26
TD	BALD CYPRESS (N,C)	TAXODIUM DISTICHUM	65 GAL., 3"CAL., 10'MIN. HT., 5'SPRD.	6
ND	NITIDA PALM	LIVISTONA NITIDA	18" C.W., DIAMOND CUT, AS SHOWN	30
SHRUBS				
MF	SIMPSON'S STOPPER (N)	MYRCIANTHES FRAGRANS	7 GAL., 36" HT., 36"O.C.	81
VO	SWEET VIBURNUM	VIBURNUM ODORATISSIMUM	7 GAL., 36" HT., 36"O.C.	473
SHRUB / GROUNDCOVER				
VO2	DWARF WALTER'S VIBURNUM (N)	VIBURNUM OBOVATUM 'DENSE'	3 GAL., FULL, 30" O.C.	46
AG	PERENNIAL PEANUT	ARACHIS GLABRATA 'ECOTURF'	1 GAL., FULL, 18" O.C.	959
MS	SUNSHINE MIMOSA (N)	MIMOSA STRIGILLOSA	1 GAL., FULL, 18" O.C.	1092
IV	DWARF YAUPOH HOLLY (N)	ILEX VOMITORIA 'NANA'	3 GAL., 12" MIN. HT., 12" SPRD., 30" O.C.	274
LC	DWARF LOROPETALUM	LOROPETALUM CHINENSIS	3 GAL., 14" MIN. HT., 14" SPRD., 36" O.C.	128
LEG	EVERGREEN GIANT	LIRIOPE MUSCARI 'EVERGREEN GIANT'	1 GAL., FULL, 18" O.C.	622
MC	MUHLER GRASS (N)	MUHLENBERGIA CAPILLARIS	3 GAL., 15" MIN. HT., 10" SPRD., 30" O.C.	213
ZF	COONTIE (N)	ZAMIA FLORIDANA	3 GAL., 14" MIN. HT., 14" SPRD., 36" O.C.	71
SR	SILVER SAW PALMETTO (N)	SERENOA REPENS 'CINERA'	3 GAL., 12" MIN. HT., 12" SPRD., 36" O.C.	23
EG	BLUE MY MIND BLUE DAZE	EVOLVULUS GLOMERATUS 'BLUE MY MIND'	1 GAL., FULL, 18" O.C.	573
AD	FOXTAIL FERN	ASPARGAS DENSIFLORUS 'MYERS'	3 GAL., FULL, 24" O.C.	8
TOTAL: 4,728				(40% NATIVE)
BAHIA	ARGENTINE BAHIA SOD	PASPALUM NOTATUM 'ARGENTINE'	SOLID SOD, CONTRACTOR TO VERIFY QTY.	

N= NATIVE, C= CANOPY TREE, U= UNDER STORY TREE

*MIN 40% OF PLANTS MUST BE NATIVE

NOTE:
PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.

IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.

ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.

ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.

CONTRACTOR SHALL REPLACE ANY EXISTING SOD OR OTHER PLANT MATERIALS DAMAGED DURING CONSTRUCTION IN AREAS THAT ARE OUTSIDE PROPOSED LANDSCAPE AS SHOWN ON THE PLAN.

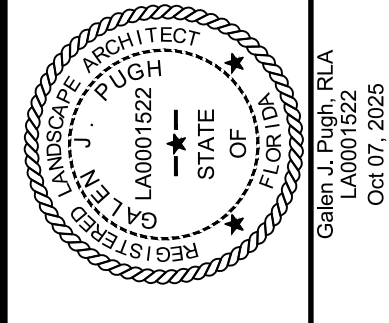
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10/03/25	6/6/25	2/24/25	No.	No.

Designed: M. AGUIAR
Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024 © 2025

LANDSCAPE DETAILS

NEW GROCERY AND FUEL STATION

CITY OF OCOCHEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L5.0

1. The Landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plan list and the plans, the plans shall control. The Landscape Contractor shall verify quantities and report any discrepancy to the Engineer in writing.
2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
3. Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.
4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation lines and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust trees and/or large shrub locations to avoid any such obstructions.

6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
9. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
10. Except as otherwise specified, the Landscape Contractor shall work conform to accepted horticultural practices as used in the trade.
11. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme limbs or top. The caliper measurement of tree trunks is to be according to Florida Grades and Standards for Nursery Plants.
12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly mulched until planted.
13. All three pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
14. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assume that plants are not over watered.
15. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to restraighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for animals caused by the contractor.
16. All trees and all palms shall be guyed or staked or braced. Staking of trees and shrubs, if required, shall be done as per staking and guying details prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees and guy jobs after a period of 1 year.
17. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
18. Sod shall be of a species specified on the drawings and originate from a commercial turf grower. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 16 inch by 24 inch or 18 inch by 24 inch rolls in a length consistent with the equipment and method of handling the sod. The sod shall be certified by the manufacturer to be bio-degradable. The sod shall be delivered to the job site in full trucks and each truck will shall have a minimum of 1-1/2 inch thick mud hold together during placement. Sod shall be placed adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples at top corners of pieces and along joint of sod roll every 2'. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Placed sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the entire life cycle of the sod. A written certification of the Owner's CEI Representative, at time of delivery, shall state that the sod is delivered as to the source of the sod, the time it was cut, the species and cultivar provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative. It shall be the Landscape Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
19. The Landscape Contractor shall ensure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to ensure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
20. The Landscape Contractor shall ensure that his work does not interrupt established or projected drainage patterns.
21. The Landscape Contractor shall prune, shape and remove dead folioliglimbs from existing plant material to remain. Conform with the Landscape Architect or Owner the extent of work required at time of bidding.
22. Mulch - All plant beds shall be top dressed with 4" stone mulch (refer to specifications for information).
23. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for any and all other specialized plant care and maintenance measures as not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
24. MAINTENANCE PERIOD TO FINAL INSPECTION AND ACCEPTANCE:

Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, lightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the landscape saucer and all other care needed for proper growth of the plants.

During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

All plant materials shall be guaranteed for 12-19 months following the substantial completion date in accordance with the Extended Maintenance / Warranty Chart included in Part 3 of the specifications and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period

At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

Topsoil shall be ASTM D 5268, natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material.

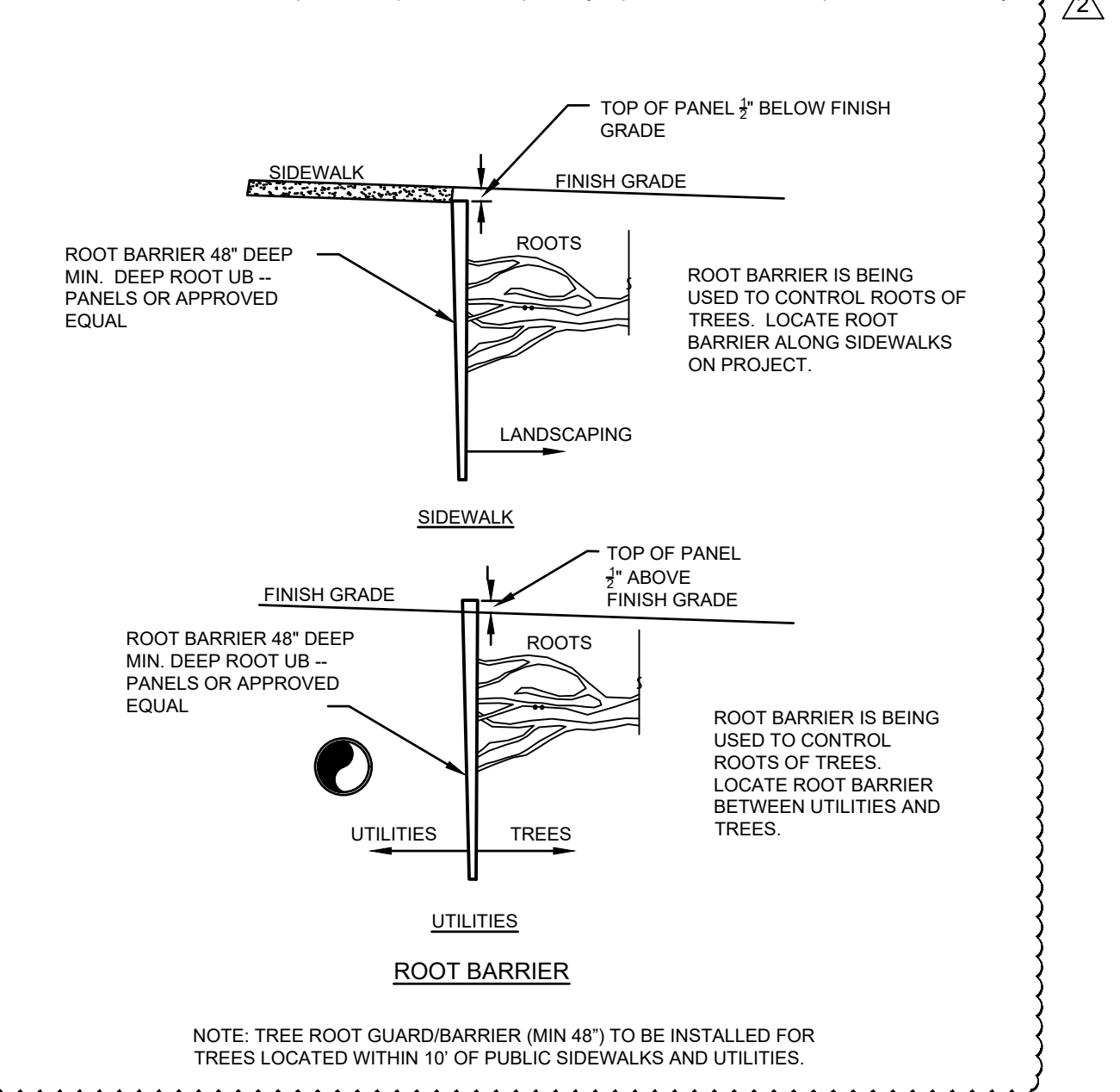
26. UNSUITABLE SUBSOILS

Locations containing unsuitable subsoil shall be treated by one or more of the following:

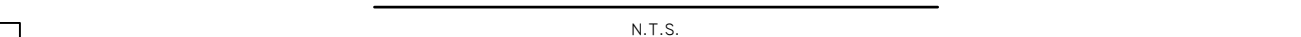
- A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce additional material to meet minimum depth of 12 inches with additional loosening as required to obtain adequate drainage.
- B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boulders, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.
- C. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of A6 or A7 and contains material in excess of 10% of weight, then installation of a drainage system or other means shall be determined elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.
- D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsubsoil herein shall be a depth of 12 inches below planting level. Remedial measures shall be determined by Owner, without additional cost, subjecting soil to condition acceptable to Owner.

3. All landscaped areas are to receive a minimum of 4" of topsoil. See 2900 specification.
2. All plant material shall be healthy, vigorous, and free of pests and disease.
3. All plant material shall be container grown or balled and burlapped as indicated in the plant list.
4. All trees shall have a straight trunk and full head and meet all requirements specified.
5. All materials are subject to the approval of the landscape architect or their designated representative before, during, and after installation.
6. All trees must be guyed or staked as shown in the details.
7. All planting areas shall be completely mulched as specified.
8. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are to be considered approximate. It shall be the responsibility of the contractor to verify the locations of utility lines and adjacent to the work area 2) to protect of all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the construction.
9. The contractor shall be responsible for verifying all quantities shown on these plans before pricing the work.
10. Contractor shall be responsible for delivery schedule and protection between delivery and planting per specifications to maintain healthy plant conditions.
11. The contractor shall be responsible for fully maintaining (including but not limited to: watering, spraying, mulching, fertilizing, etc.) all of the plant materials and lawn for the period of time shown in the 02900 spec.
12. Any plant material which is diseased, distressed, dead, or rejected (prior to substantial completion) shall be promptly removed from the site and replaced with material of the same species, quantity, and size and meeting all plant list specifications.
13. The contractor shall completely guarantee all plant material for a period defined in the 02900 spec. The contractor shall promptly make all replacements during the normal planting season.
14. After being dug at the nursery source, all trees in leaf shall be acclimated for two (2) weeks under a mist system prior to installation.
15. Standards set forth in "American Standard for Nursery Stock" represent guideline specifications only and shall constitute minimum quality requirements for plant material.

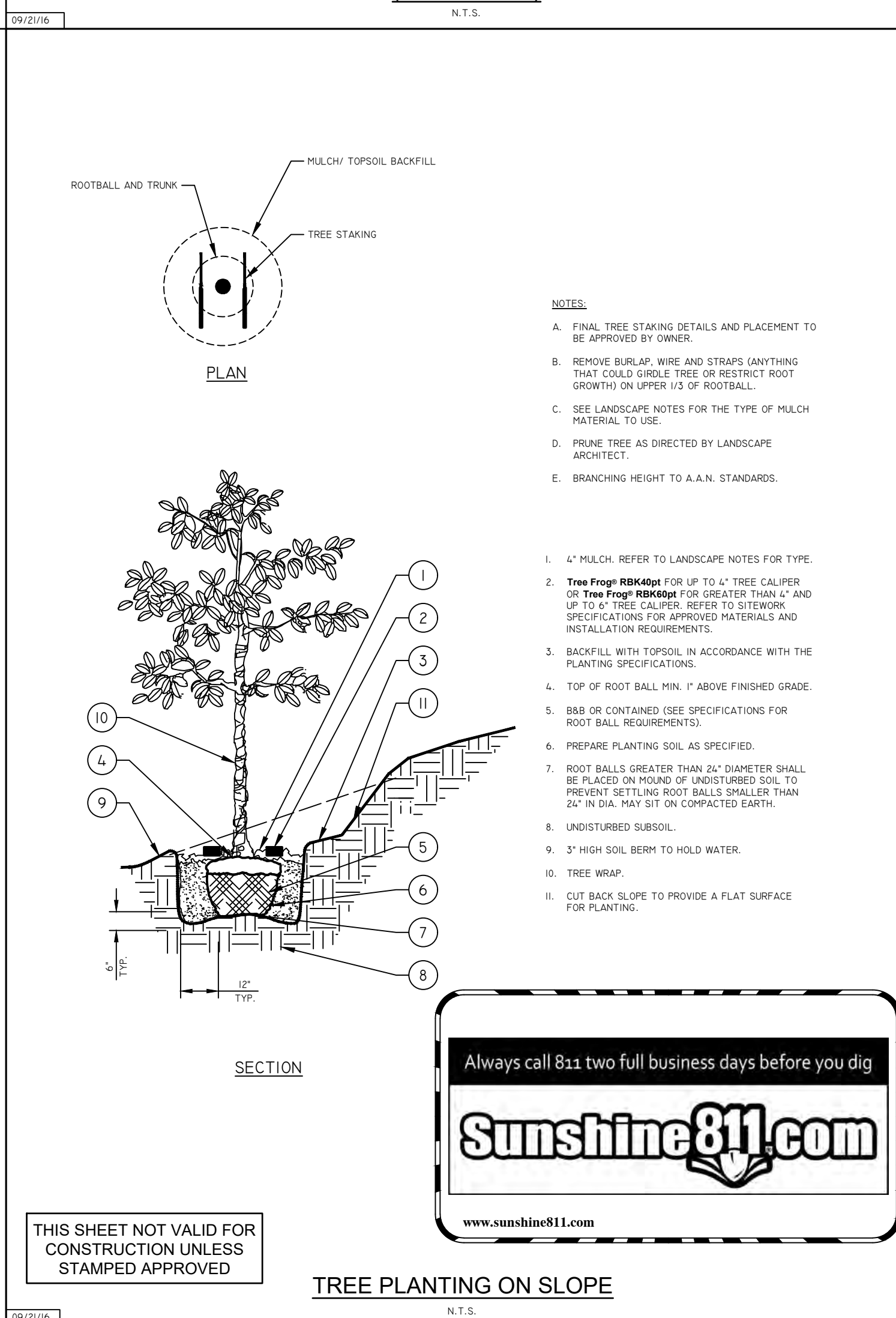
16. Where shown on the plans and details, planting beds are to be completely covered with a stone mulch from a local source to a minimum depth of four inches.
17. Refer to Store specifications for information needed for implementation of planting plans.
18. Weed mat is required in landscaped islands as specified. See irrigation details.
19. All plant material quantities shown are approximate. Contractor shall be responsible for complete coverage of all planting beds at spacing shown.
20. This plan is to be implemented cooperatively with SWPPP plan, as needed, to maximize the effectiveness of the SWPPP plan for site.
21. The contractor is encouraged to complete temporary or permanent seeding or sodding in stages for soil stabilization as areas are completed after grading.
22. This plan does not present any temporary stabilization required as part of SWPPP plan.
23. If conflicts between these notes and the landscape notes, contact landscape architect.
24. No trees or bushes shall be placed on top of or in close proximity to public utilities that will impact utilities at maturity.



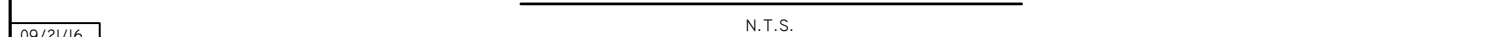
MULTI-TRUNK TREE PLANTING



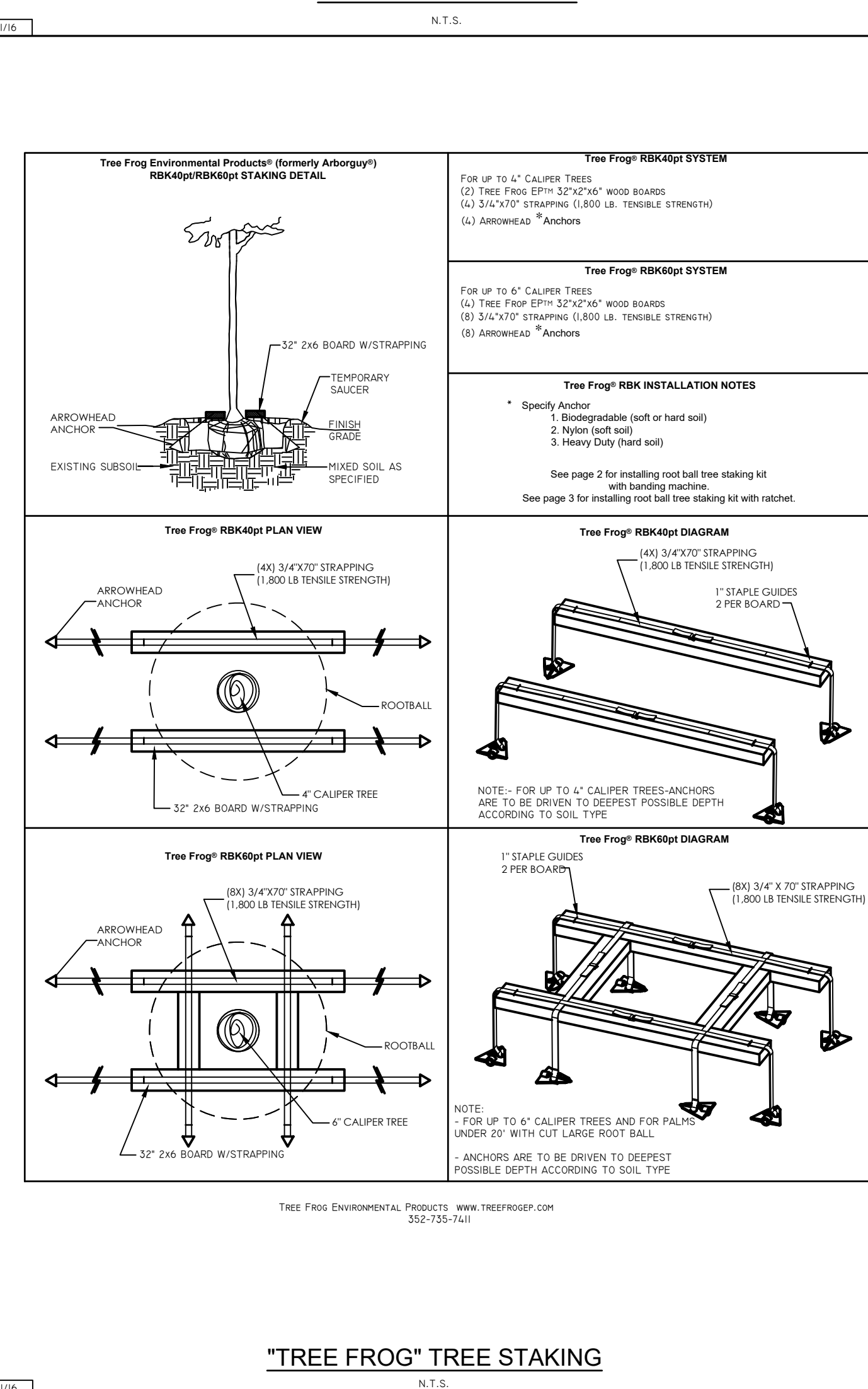
SMALL TREE PLANTING (14' OR LESS)



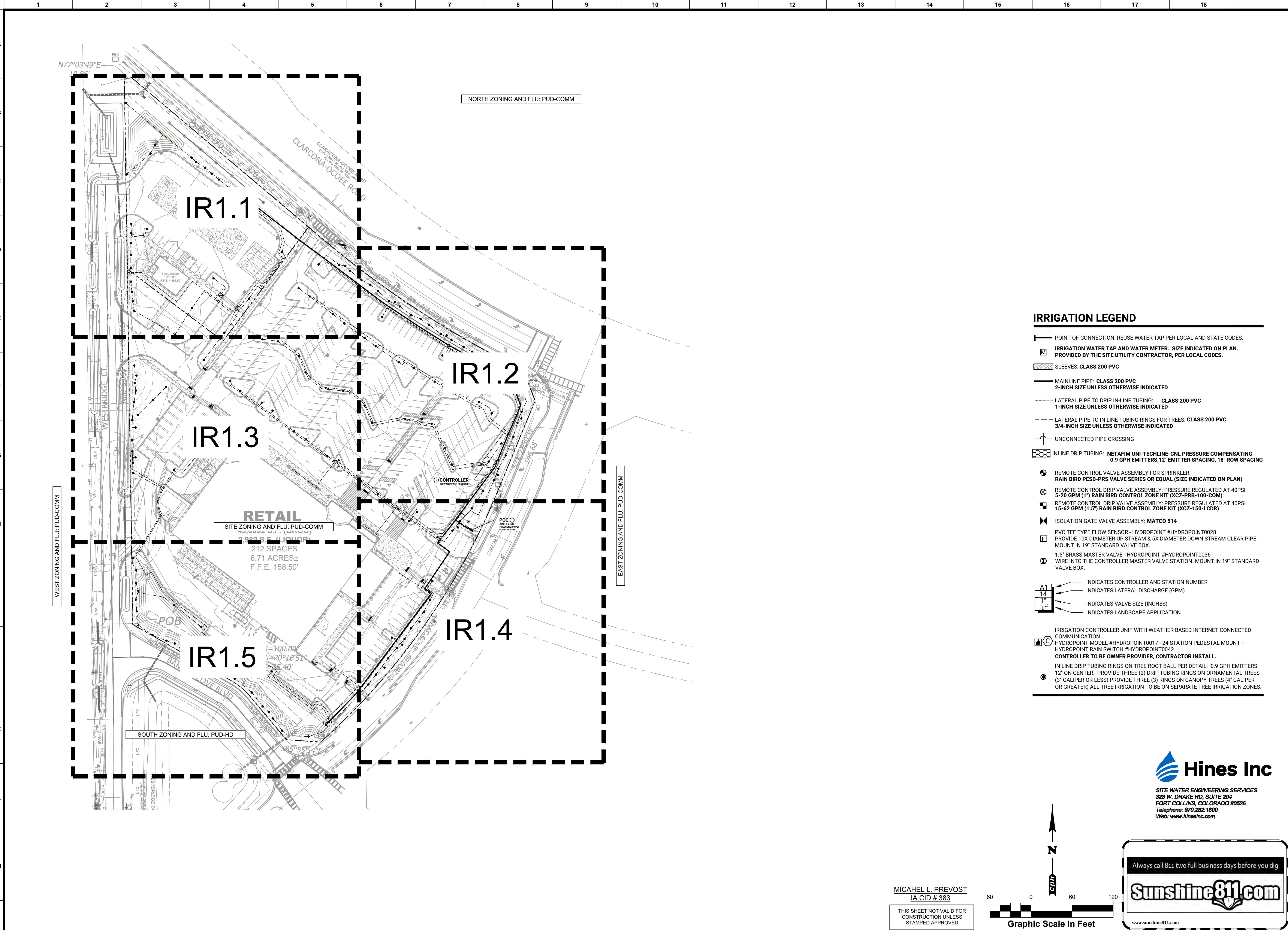
TREE PLANTING ON SLOPE



PALM TREE PLANTING



"TREE FROG" TREE STAKING



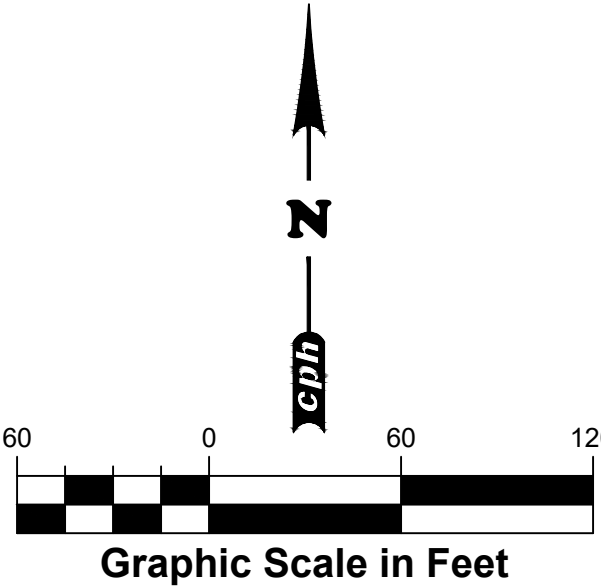
IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE CODES.
- IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.
- SLEEVES: CLASS 200 PVC
- MAINLINE PIPE: CLASS 200 PVC 2-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO DRIP IN-LINE TUBING: CLASS 200 PVC 1-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO IN LINE TUBING RINGS FOR TREES: CLASS 200 PVC 3/4-INCH SIZE UNLESS OTHERWISE INDICATED
- UNCONNECTED PIPE CROSSING
- INLINE DRIP TUBING: NETAFIM UNI-TECHLINE-CN1 PRESSURE COMPENSATING 0.9 GPH EMITTERS, 12" EMITTER SPACING, 18" ROW SPACING
- REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER: RAIN BIRD PESB-PRS VALVE SERIES OR EQUAL (SIZE INDICATED ON PLAN)
- REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI 5-20 GPM (1") RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-100-COM)
- REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI 15-62 GPM (1.5") RAIN BIRD CONTROL ZONE KIT (XCZ-150-LCDR)
- ISOLATION GATE VALVE ASSEMBLY: MATCO 514
- PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0028 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
- 1.5" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0036 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION
- IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION
- HYDROPOINT MODEL #HYDROPOINT0017 - 24 STATION PEDESTAL MOUNT + HYDROPOINT RAIN SWITCH #HYDROPOINT0042
- CONTROLLER TO BE OWNER PROVIDER, CONTRACTOR INSTALL.
- IN LINE DRIP TUBING RINGS ON TREE ROOT BALL PER DETAIL. 0.9 GPH EMITTERS 12" ON CENTER. PROVIDE THREE (3) DRIP TUBING RINGS ON ORNAMENTAL TREES (3" CALIPER OR LESS) PROVIDE THREE (3) RINGS ON CANOPY TREES (4" CALIPER OR GREATER) ALL TREE IRRIGATION TO BE ON SEPARATE TREE IRRIGATION ZONES.

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323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
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Professional Engineer
Gallen J. Pugh, R.L.A.
LA0001622
Oct 07, 2025

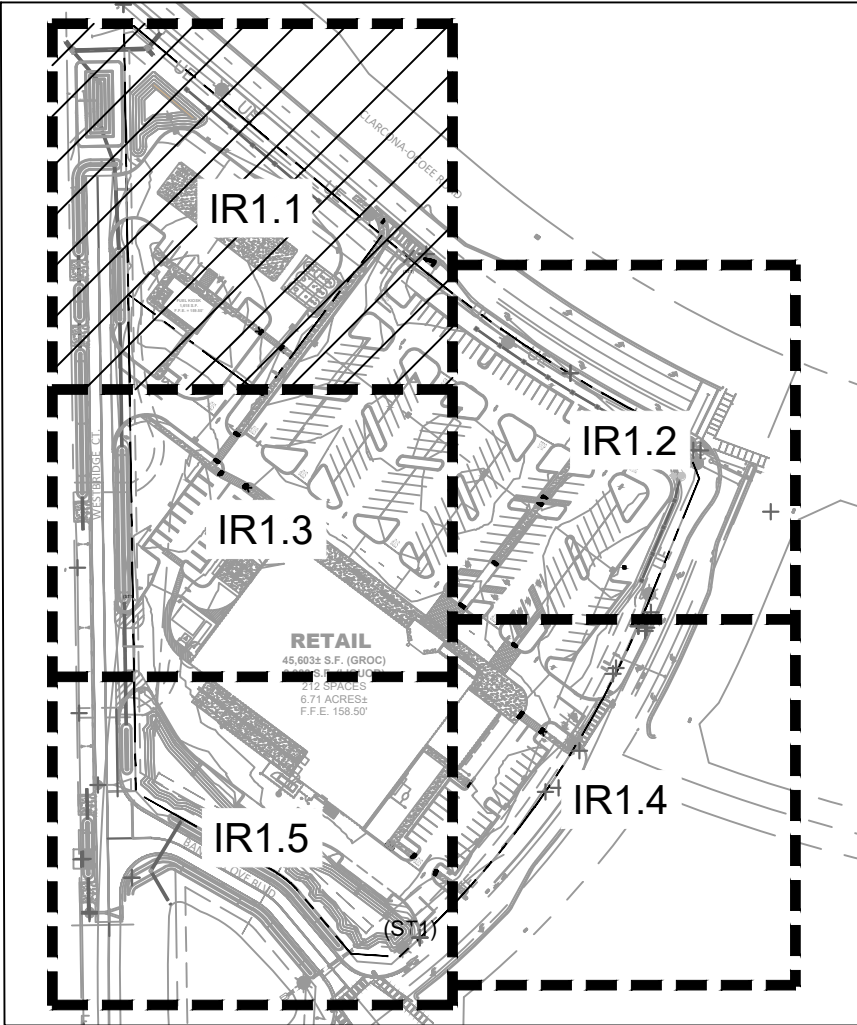
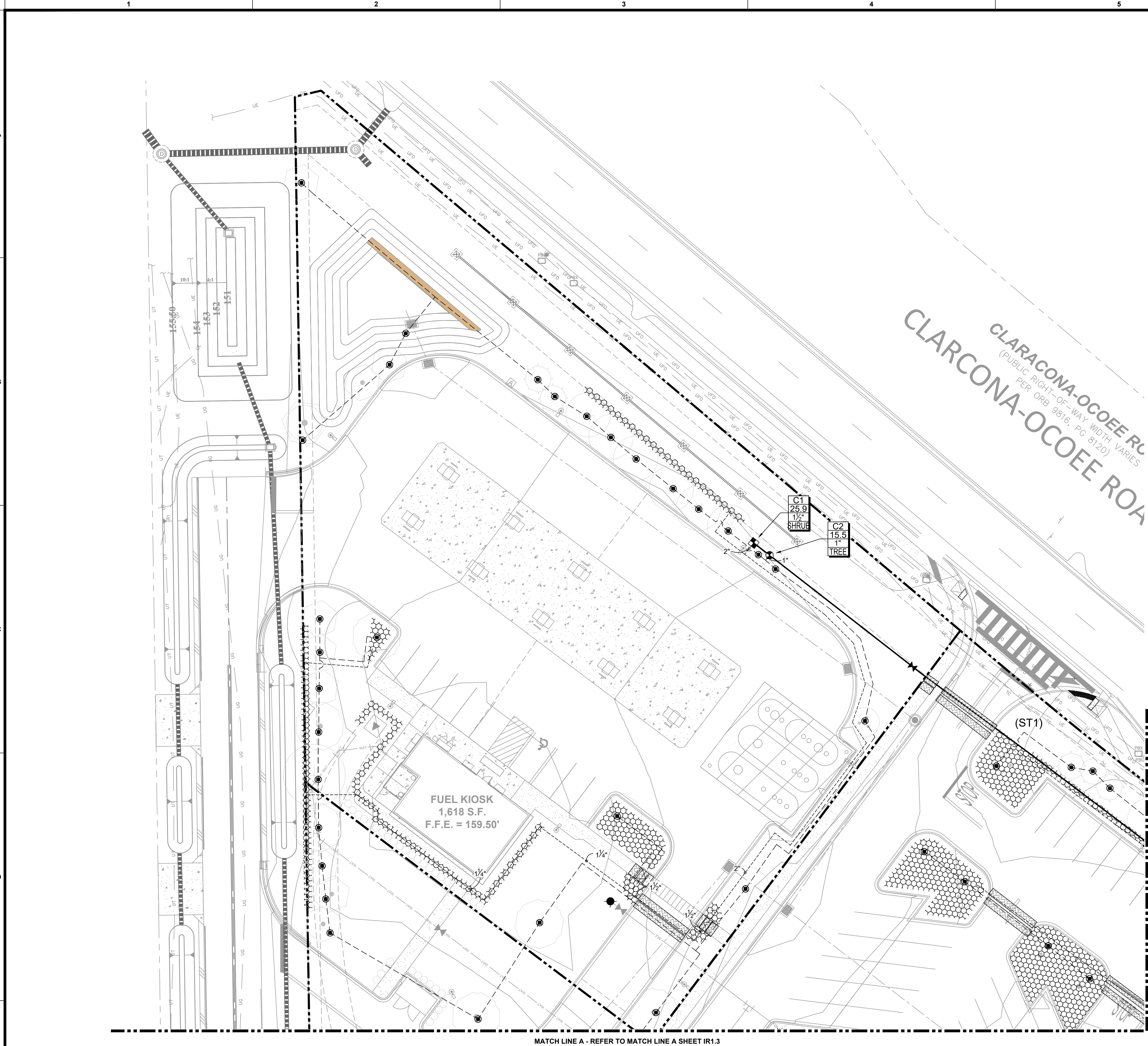
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OVERALL IRRIGATION PLAN
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
IR1.0

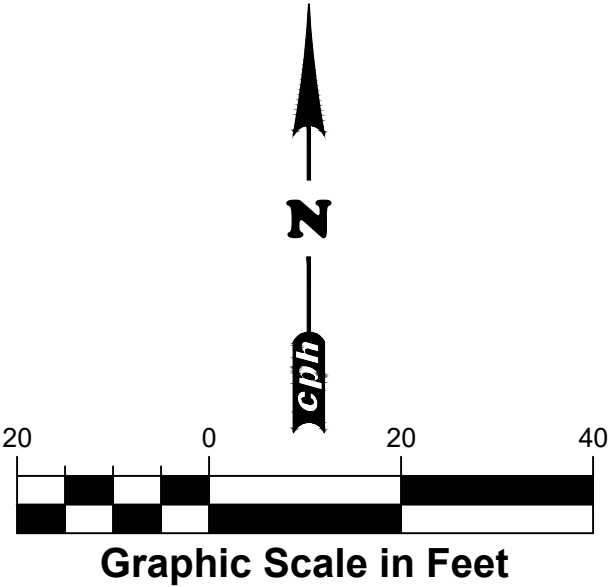


IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE CODES.
- IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.
- SLEEVES: CLASS 200 PVC
- MAINLINE PIPE: CLASS 200 PVC
2-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO DRIP IN-LINE TUBING: CLASS 200 PVC
1-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO IN LINE TUBING RINGS FOR TREES: CLASS 200 PVC
3/4-INCH SIZE UNLESS OTHERWISE INDICATED
- UNCONNECTED PIPE CROSSING
- IN-LINE DRIP TUBING: NETAFIM UNI-TECHLINE-CN1 PRESSURE COMPENSATING
0.9 GPH EMITTERS, 12" EMITTER SPACING, 18" ROW SPACING
- REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER:
RAIN BIRD PESB-PRS VALVE SERIES OR EQUAL (SIZE INDICATED ON PLAN)
- REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI
5-20 GPM (1") RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-100-COM)
- REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI
15-62 GPM (1.5") RAIN BIRD CONTROL ZONE KIT (XCZ-150-LCDR)
- ISOLATION GATE VALVE ASSEMBLY: MATCO 514
- PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0028
PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE.
MOUNT IN 19" STANDARD VALVE BOX.
- 1.5" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0036
WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION

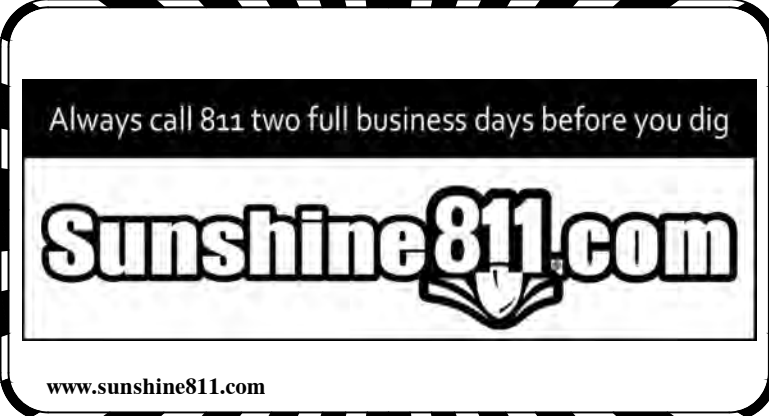
- IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION
HYDROPOINT MODEL #HYDROPOINT0017 - 24 STATION PEDESTAL MOUNT + HYDROPOINT RAIN SWITCH #HYDROPOINT0042
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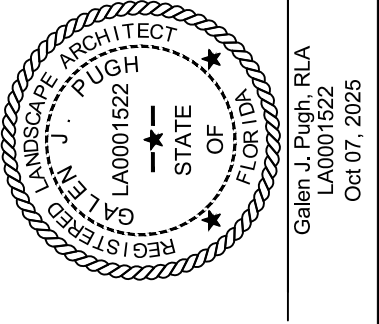
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IRRIGATION PLAN
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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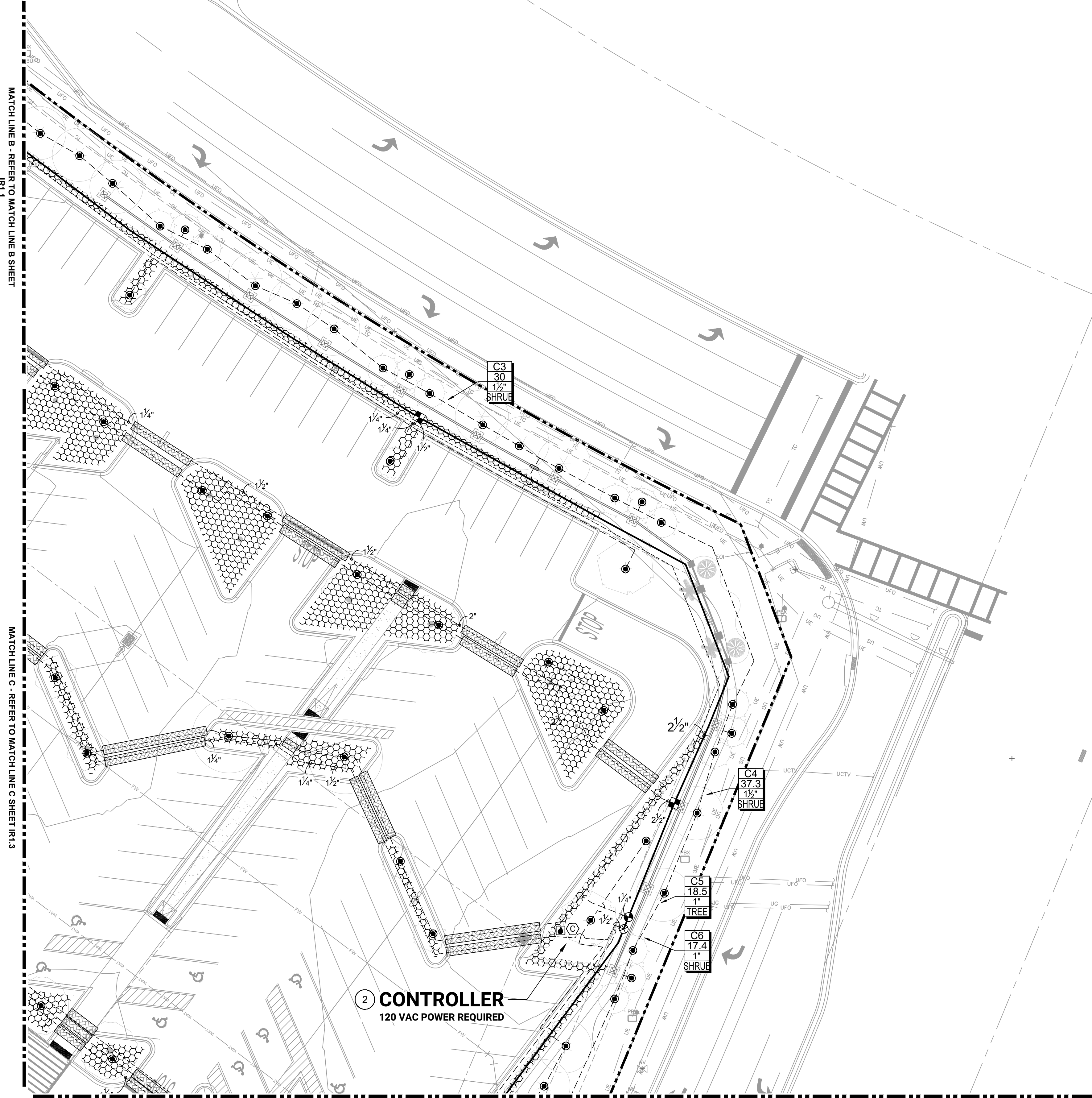
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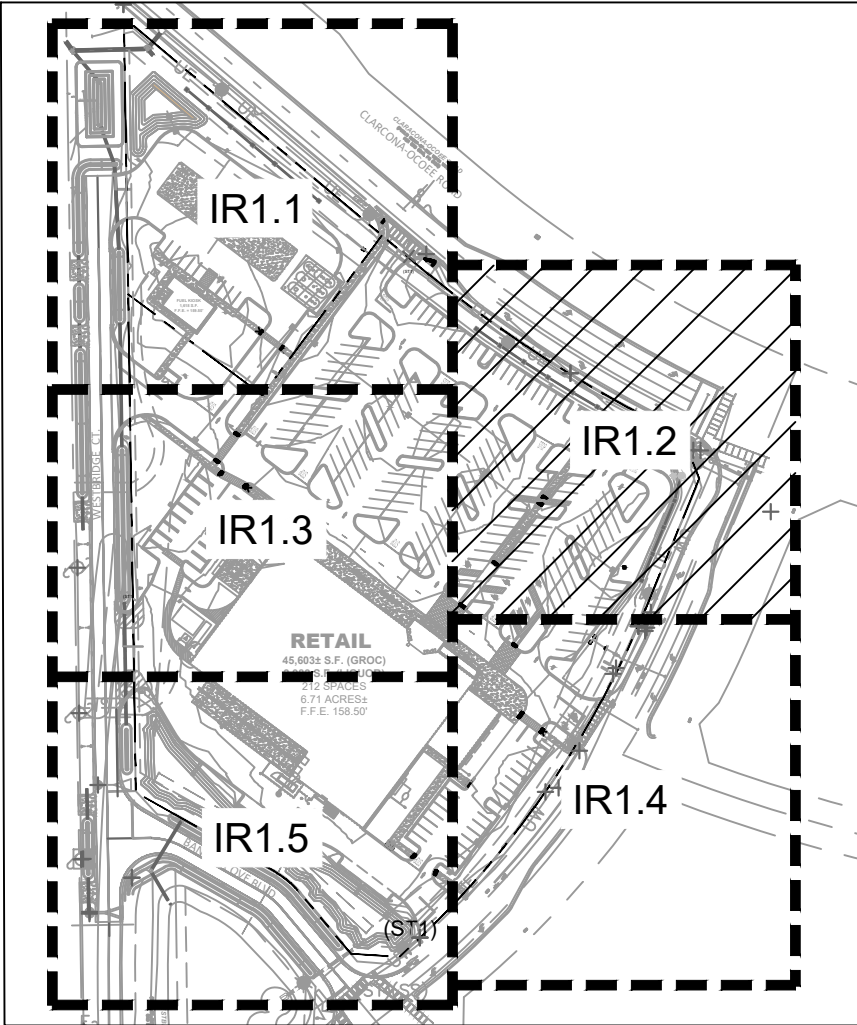
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MATCH LINE B - REFER TO MATCH LINE B SHEET IR1.1

MATCH LINE C - REFER TO MATCH LINE C SHEET IR1.3

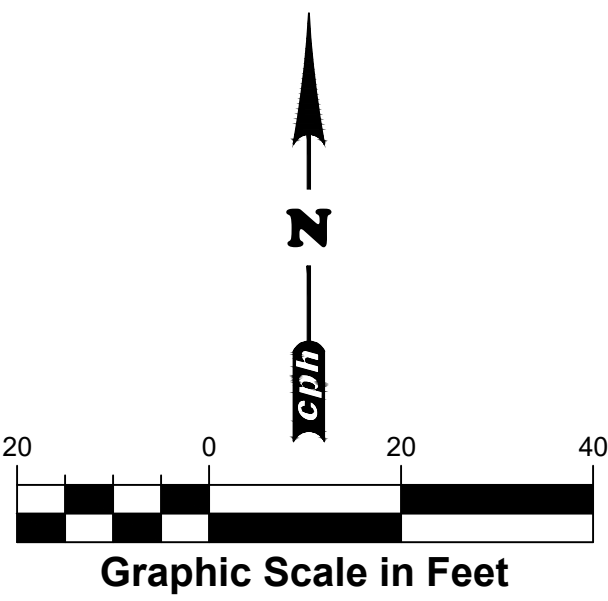
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IRRIGATION LEGEND

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MOUNT IN 19" STANDARD VALVE BOX.
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WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
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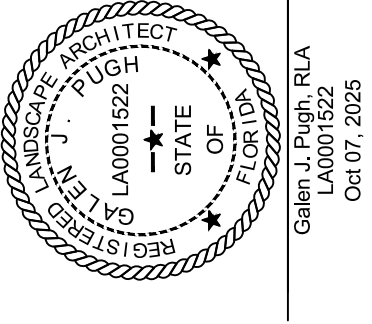
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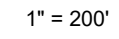
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IRRIGATION PLAN
NEW GROCERY AND FUEL STATION
CITY OF OCOCHEE, FLORIDA

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Sheet No.
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12" ON CENTER. PROVIDE THREE (2) DRIP TUBING RINGS ON ORNAMENTAL TREES (3" CALIPER OR LESS) PROVIDE THREE (3) RINGS ON CANOPY TREES (4" CALIPER OR GREATER) ALL TREE IRRIGATION TO BE ON SEPARATE TREE IRRIGATION ZONES.

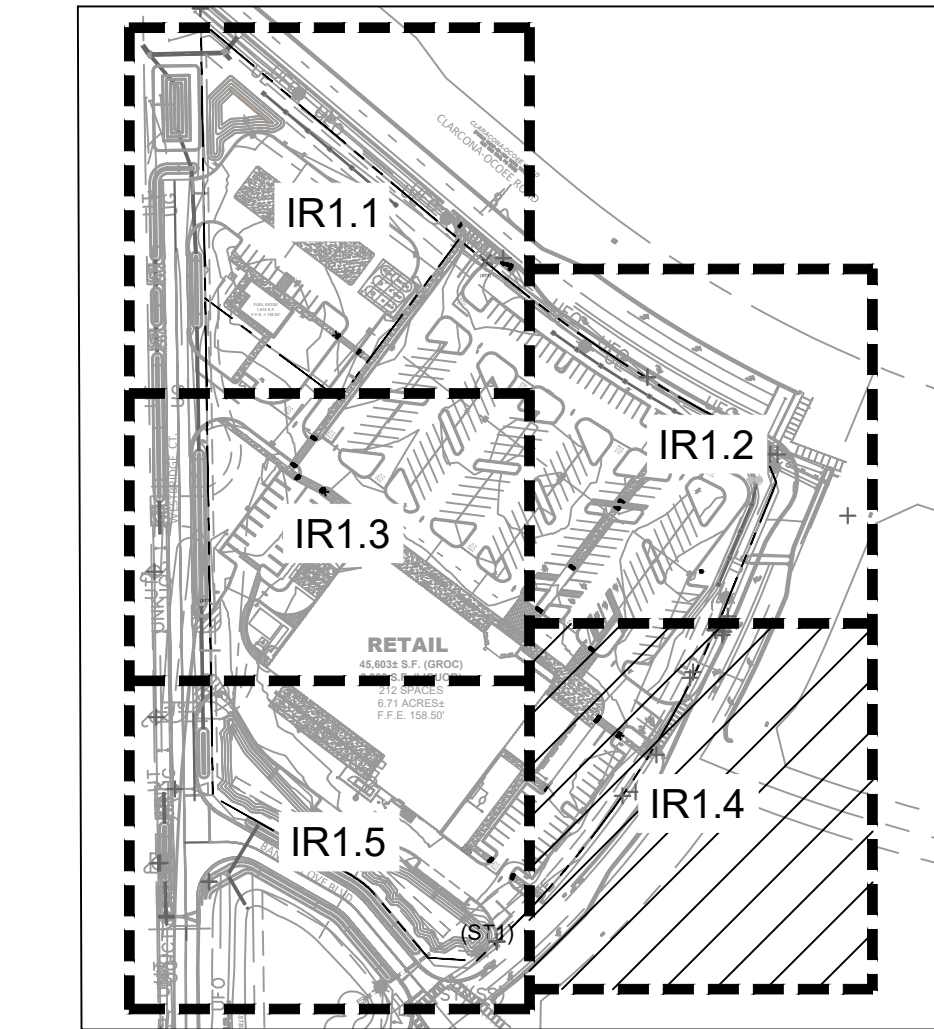
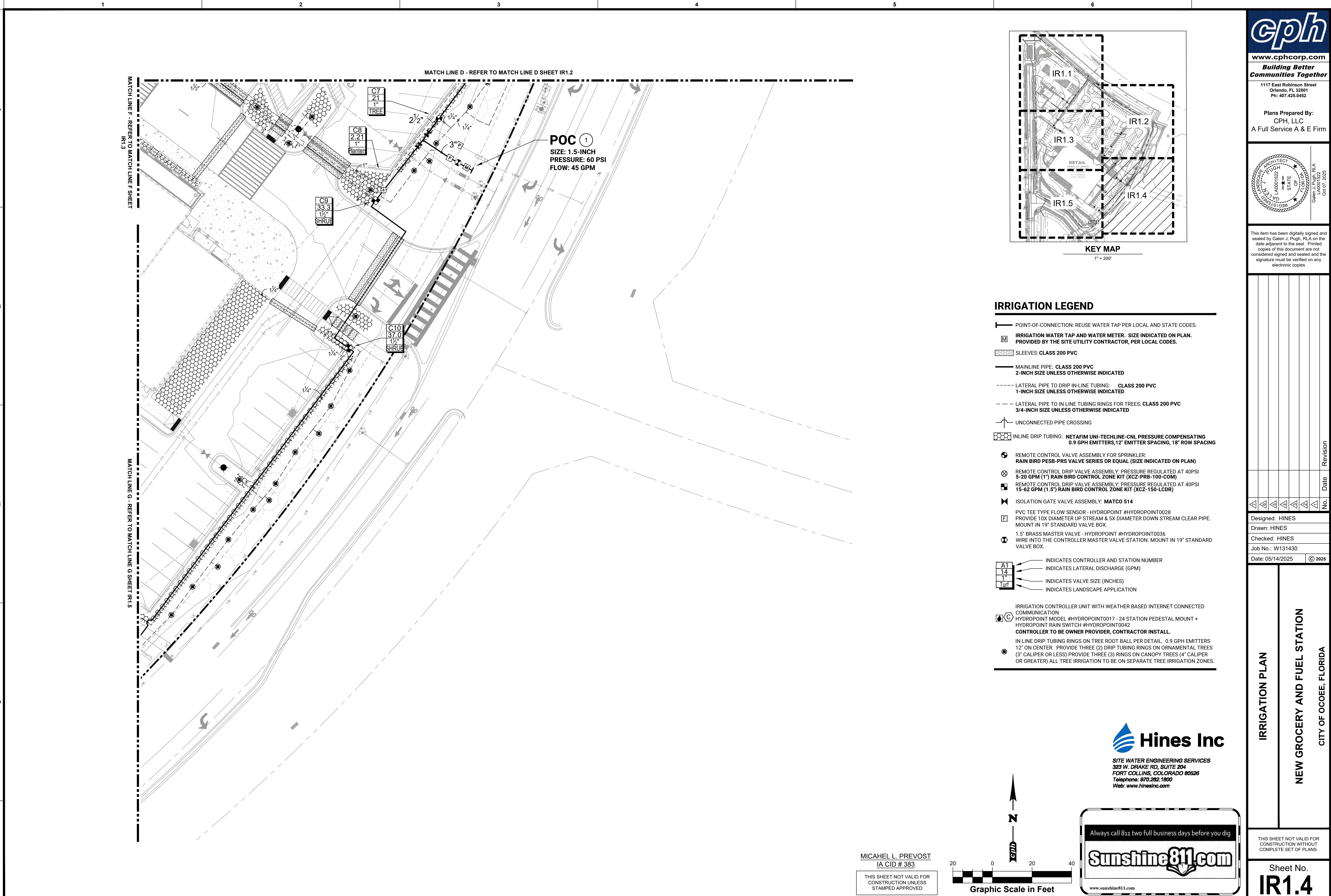


A graphic scale bar is shown below the map. It is marked with 20, 0, 20, and 40 feet. The scale is divided into alternating black and white segments, with a north arrow pointing upwards.

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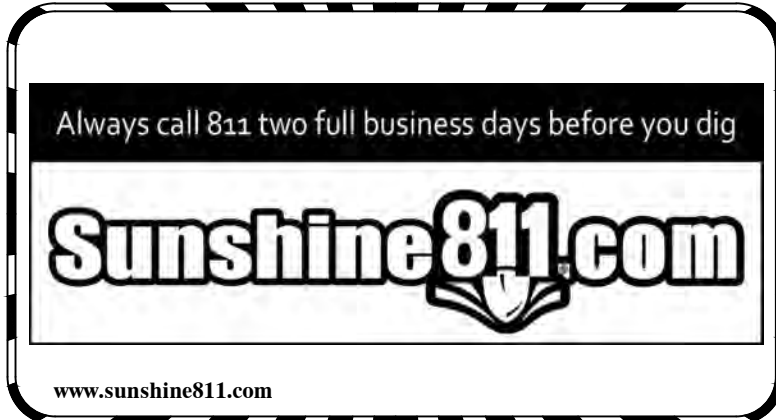
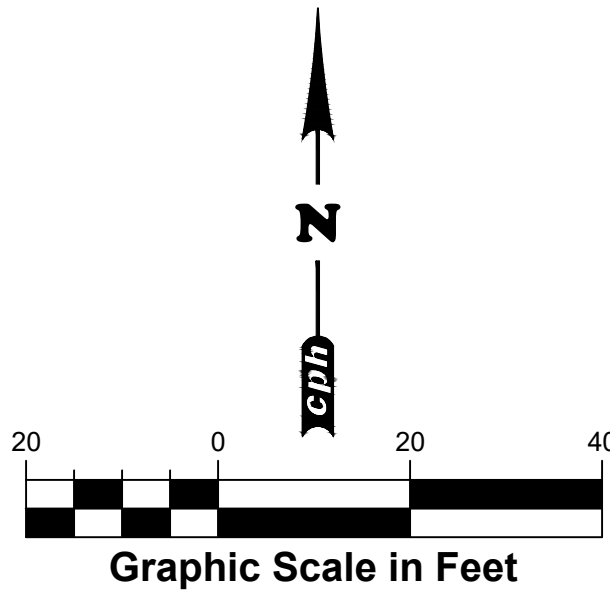
IRRIGATION LEGEND

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1-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO IN LINE TUBING RINGS FOR TREES: CLASS 200 PVC
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- ISOLATION GATE VALVE ASSEMBLY: MATCO 514
- PVC TEE TYPE FLOW SENSOR - HYDROPPOINT #HYDROPPOINT0028
PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE.
MOUNT IN 19" STANDARD VALVE BOX.
- 1.5" BRASS MASTER VALVE - HYDROPPOINT #HYDROPPOINT0036
WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
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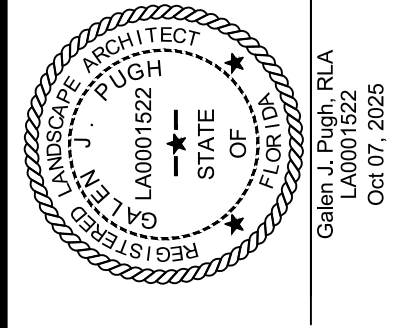
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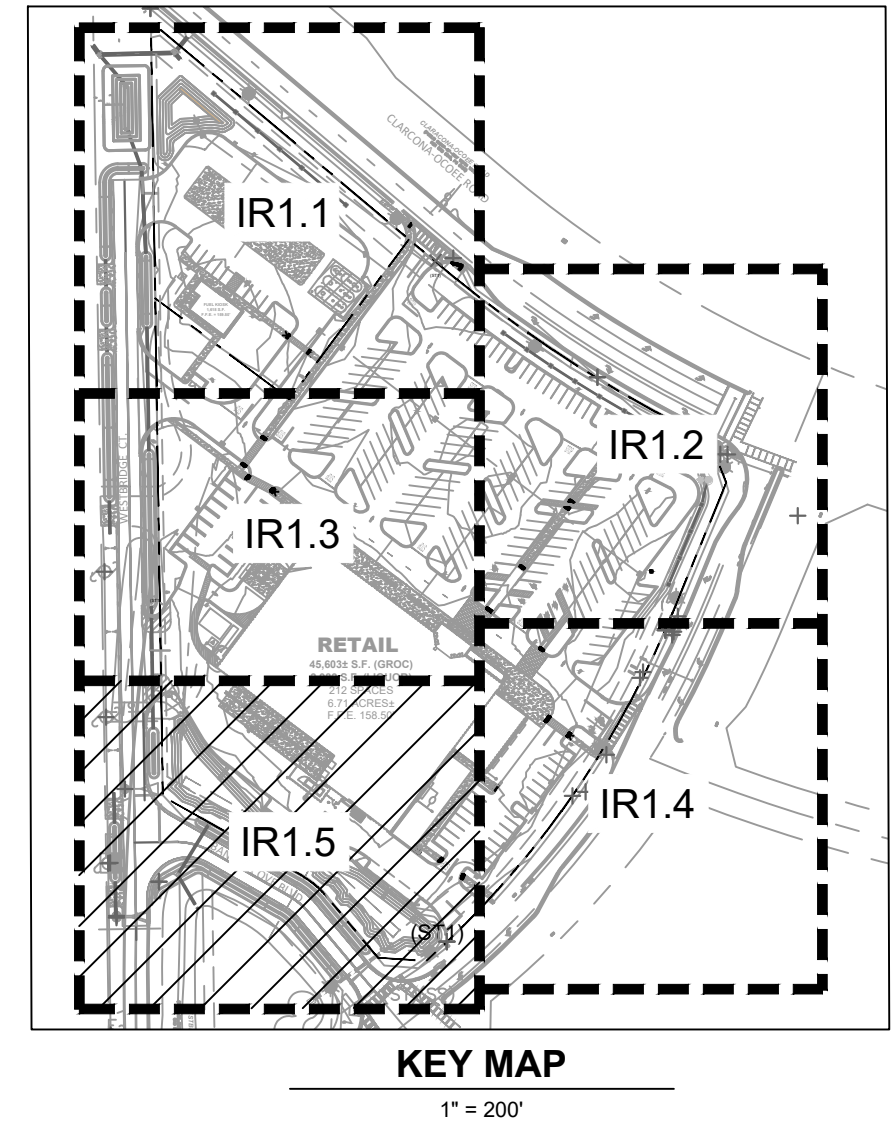
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IRRIGATION PLAN
NEW GROCERY AND FUEL STATION
CITY OF OCOCHEE, FLORIDA

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Sheet No.
IR1.4



POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL CODES.

M **IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.**

 SLEEVES: CLASS 200 PVC

— **MAINLINE PIPE: CLASS 200 PVC**
2-INCH SIZE UNLESS OTHERWISE INDICATED

- - - - **LATERAL PIPE TO DRIP IN-LINE TUBING: CLASS 200 PVC**
1-INCH SIZE UNLESS OTHERWISE INDICATED

- - - **LATERAL PIPE TO IN LINE TUBING RINGS FOR TREES: CLASS 200 PVC**
3/4-INCH SIZE UNLESS OTHERWISE INDICATED

 UNCONNECTED PIPE CROSSING

 INLINE DRIP TUBING: NETAFIM UNI-TECHLINE-CNL PRESSURE COMPENSATING 0.9 GPH EMITTERS, 12" EMITTER SPACING, 18" ROW SPACING

 REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER:
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5-20 GPM (1") RAIN BIRD CONTROL ZONE KIT (KCZ-PRB-100-COM)

 REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI
15-62 GPM (1.5") RAIN BIRD CONTROL ZONE KIT (KCZ-150-LCDR)

 ISOLATION GATE VALVE ASSEMBLY: MATCO 514

PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0028
PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE.
MOUNT IN 19" STANDARD VALVE BOX.

F **1.5" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT00036**
WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

 INDICATES CONTROLLER AND STATION NUMBER
INDICATES LATERAL DISCHARGE (GPM)
INDICATES VALVE SIZE (INCHES)
INDICATES LANDSCAPE APPLICATION

A graphic scale bar with alternating black and white segments. The scale is marked with 20, 0, 20, and 40 feet. Above the scale is a north arrow pointing upwards, labeled 'N' and 'cpb'.

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1. THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF 60 PSI, AT A DESIGN FLOW OF 45 GPM AT THE 1.5-INCH IRRIGATION POINT-OF-CONNECTION (POC). TAP, METER, MASTER VALVE AND FLOW METER SHALL BE SIZED AS INDICATED IN THE DRAWING LEGEND. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION.
2. READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
3. COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
5. THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:
 - A. ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.
 - B. TREE AND Drip LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.
 - C. USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.
6. PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - A. TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.
 - B. TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
7. SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND
8. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.
9. INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
10. THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
11. INSTALL TWO (2) #14 AWG CONTROL WIRES ON STANDARD WIRE SYSTEMS OR ONE (1) #14 AWG TWO-WIRE PAIR ON TWO-WIRE SYSTEMS, FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.
12. THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE™ PLUMBING FIXTURES AND ENERGY STAR® APPLIANCES AS REQUIRED BY CHAPTER 175 OF THE CITY OF OCOEE'S CODE OF ORDINANCES.
13. HIGH VOLUME IRRIGATION AREAS SHALL NOT EXCEED 60% OF THE TOTAL IRRIGATED AREA, IN ACCORDANCE WITH CHAPTER 175 OF THE CITY OF OCOEE CODE. SEE CALCULATIONS PROVIDED ON THIS SHEET.
14. ALL IRRIGATION ZONES SHALL BE EQUIPPED WITH APPROPRIATE FILTRATION TO PROTECT EMITTERS AND MAINTAIN CONSISTENT COVERAGE. FILTERS SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
15. ALL IRRIGATION DISTRIBUTION EQUIPMENT SHALL BE INSTALLED A MINIMUM OF FOUR (4) INCHES AWAY FROM PAVEMENT AND DESIGNED TO PREVENT WATER WASTE, INCLUDING OVER SPRAY ONTO BUILDINGS, ROADWAYS, DRIVEWAYS, OR OTHER HARDSCAPE SURFACES.
16. DEVELOPER/ CONTRACTOR SHALL COORDINATE WITH UTILITIES DEPARTMENT FOR WATER 18. CONSERVATION INSPECTION OF PLUMBING AND IRRIGATION SYSTEM BY CALLING 407-905-3159.

THE IRRIGATION SYSTEM AS SHOWN ON THIS PLAN HAS AN ESTIMATED ANNUAL WATER USE OF 567,418 GALLONS. TO VERIFY EFFICIENT IRRIGATION SYSTEM OPERATION, THE OWNER SHALL COMPARE THIS ESTIMATED IRRIGATION WATER USE WITH ACTUAL WATER USE, AS RECORDED ON SITE, AFTER ALL PLANT MATERIAL HAS BEEN ESTABLISHED.

TO VERIFY EFFICIENT IRRIGATION SYSTEM OPERATION AND WATER USE, AN IRRIGATION SYSTEM EVALUATION AND AUDIT SHOULD BE PERFORMED.

THE FACTORS IN THE TABLE BELOW WERE UTILIZED IN THE IRRIGATION SYSTEM DESIGN TO DETERMINE TAP CAPACITY REQUIREMENTS AND MAINLINE SIZE AND ARE MADE AVAILABLE TO GUIDE DECISIONS ON THE SYSTEM OPERATION BY THE CONTRACTOR. MULTIPLE ZONES WILL BE REQUIRED TO OPERATE AT THE SAME TIME UP TO A COMBINED TOTAL EQUAL TO THE MINIMUM FLOW REQUIRED AT THE POC WHEN ZONE SIZES ARE LOWER THAN THE MINIMUM FLOW REQUIRED AT THE POC.

MINIMUM PRESSURE REQUIREMENT AT POC	60 PSI
MINIMUM FLOW REQUIRED AT POC	45 GPM
MAXIMUM FLOW AT FURTHEST POINTS OF THE SYSTEM	45 GPM
TOTAL IRRIGATION DAYS PER WEEK	2 DAYS
WATER WINDOW PER DAY	5 HRS

- 1 THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL MASTER VALVE ASSEMBLY AS INDICATED. VERIFY EXACT LOCATION OF POC WITH OWNER'S REPRESENTATIVE.
- 2 PEDESTAL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE. CONTROLLER TO BE OWNER PROVIDER, CONTRACTOR INSTALL.
- 3 IRRIGATION SHOWN OUT OF LANDSCAPED AREA FOR CLARITY ONLY. INSTALL IRRIGATION COMPONENTS WITHIN LANDSCAPED AREA.

DESCRIPTION	AREA (sqf)	% of TOTAL
High-Volume Irrigation Area (e.g., Spray or Turf Zones)	0	0%
Low-Volume Irrigation Area (Drip + Bubblers)	17014.46	100%
Total Irrigated Area	17014.46	100%

POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE CODES.

 IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN.
PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.

 SLEEVES: **CLASS 200 PVC**

 MAINLINE PIPE: **CLASS 200 PVC**
2-INCH SIZE UNLESS OTHERWISE INDICATED

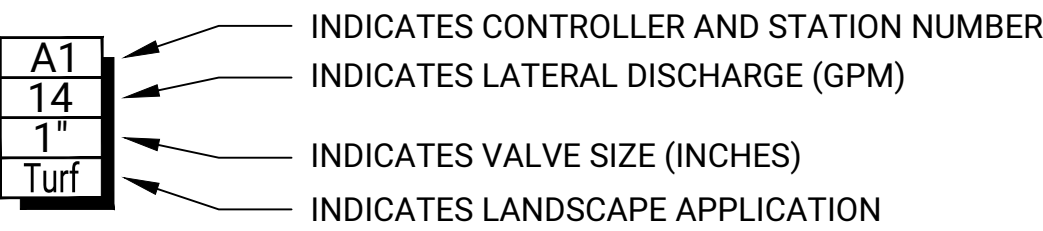
 LATERAL PIPE TO DRIP IN-LINE TUBING: **CLASS 200 PVC**
1-INCH SIZE UNLESS OTHERWISE INDICATED

 LATERAL PIPE TO IN LINE TUBING RINGS FOR TREES: **CLASS 200 PVC**
3/4-INCH SIZE UNLESS OTHERWISE INDICATED

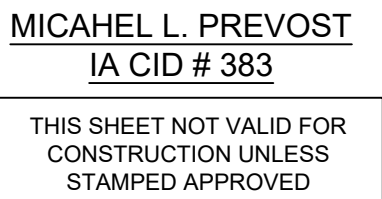
 UNCONNECTED PIPE CROSSING

 INLINE DRIP TUBING: **NETAFIM UNI-TECHLINE-CNL PRESSURE COMPENSATING**
0.9 GPH EMITTERS, 12" EMITTER SPACING, 18" ROW SPACING

-  REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER:
RAIN BIRD PESB-PRS VALVE SERIES OR EQUAL (SIZE INDICATED ON PLAN)
-  REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI
5-20 GPM (1") RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-100-COM)
-  REMOTE CONTROL DRIP VALVE ASSEMBLY: PRESSURE REGULATED AT 40PSI
15-62 GPM (1.5") RAIN BIRD CONTROL ZONE KIT (XCZ-150-LCDR)
-  ISOLATION GATE VALVE ASSEMBLY: **MATCO 514**
-  PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0028
-  PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE.
MOUNT IN 19" STANDARD VALVE BOX.
-  1.5" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0036
-  WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.



- IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION
HYDROPOINT MODEL #HYDROPOINT0017 - 24 STATION PEDESTAL MOUNT + HYDROPOINT RAIN SWITCH #HYDROPOINT0042
CONTROLLER TO BE OWNER PROVIDER, CONTRACTOR INSTALL.
IN LINE DRIP TUBING RINGS ON TREE ROOT BALL PER DETAIL. 0.9 GPH EMITTERS 12" ON CENTER. PROVIDE THREE (2) DRIP TUBING RINGS ON ORNAMENTAL TREES (3" CALIPER OR LESS) PROVIDE THREE (3) RINGS ON CANOPY TREES (4" CALIPER OR GREATER) ALL TREE IRRIGATION TO BE ON SEPARATE TREE IRRIGATION ZONES.

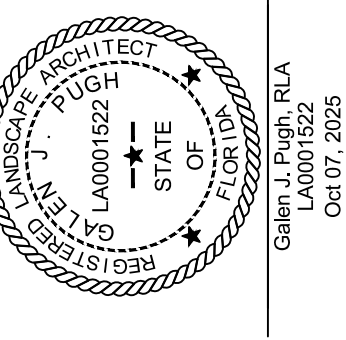


www.cphcorp.com

**Building Better
Communities Together**

**17 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452**

Plans Prepared By:
CPH, LLC
Full Service A & E Firm



This item has been digitally signed and sealed by Galen J. Pugh, RLA 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

[illegible]

Designed: HINES

rawn: HINES

checked: HINES

Doc No.: W131430

ate: 05/14/2025 © 2025

IRRIGATION LEGEND & NOTES

NEW GROCERY AND FUEL STATION

CITY OF OCLOEE, FLORIDA

THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.

Sheet No.
IR5.0

No.	Date	Revision
1		
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10		

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 05/14/2025 © 2025

IRRIGATION DETAILS

NEW GROCERY AND FUEL STATION

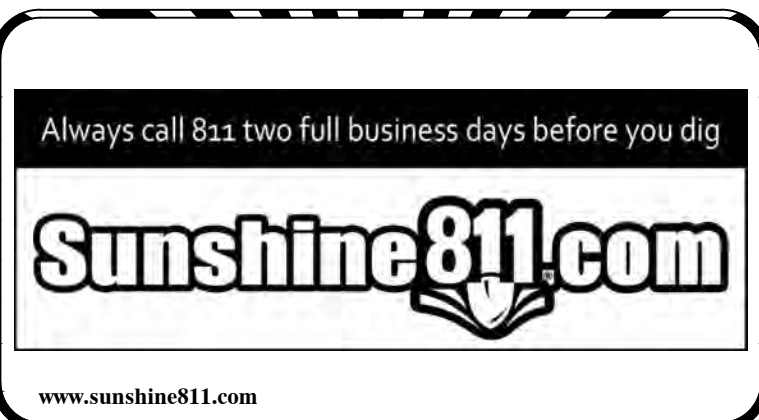
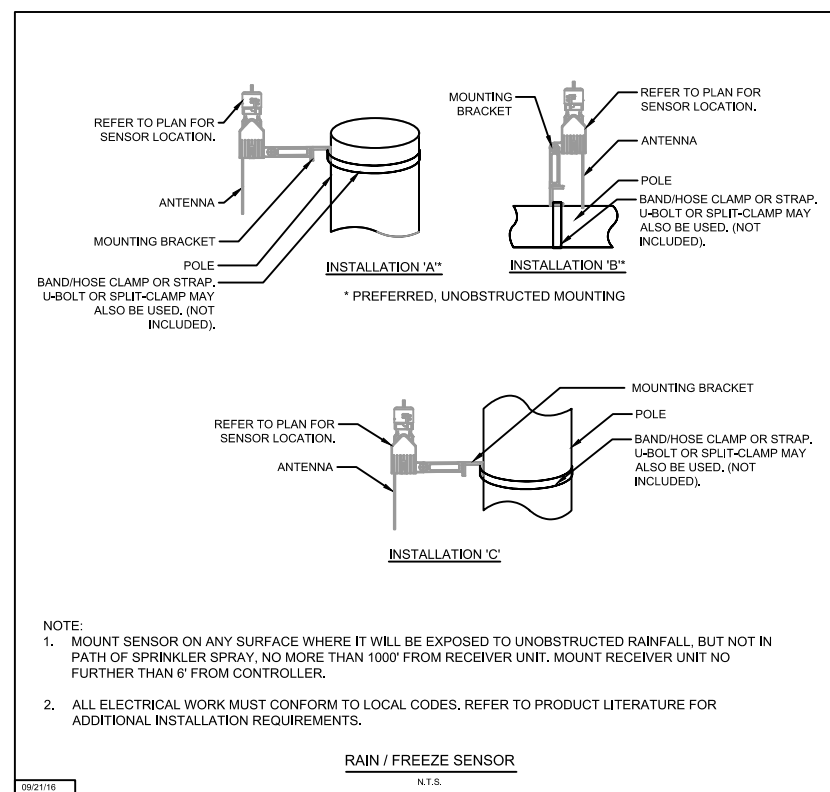
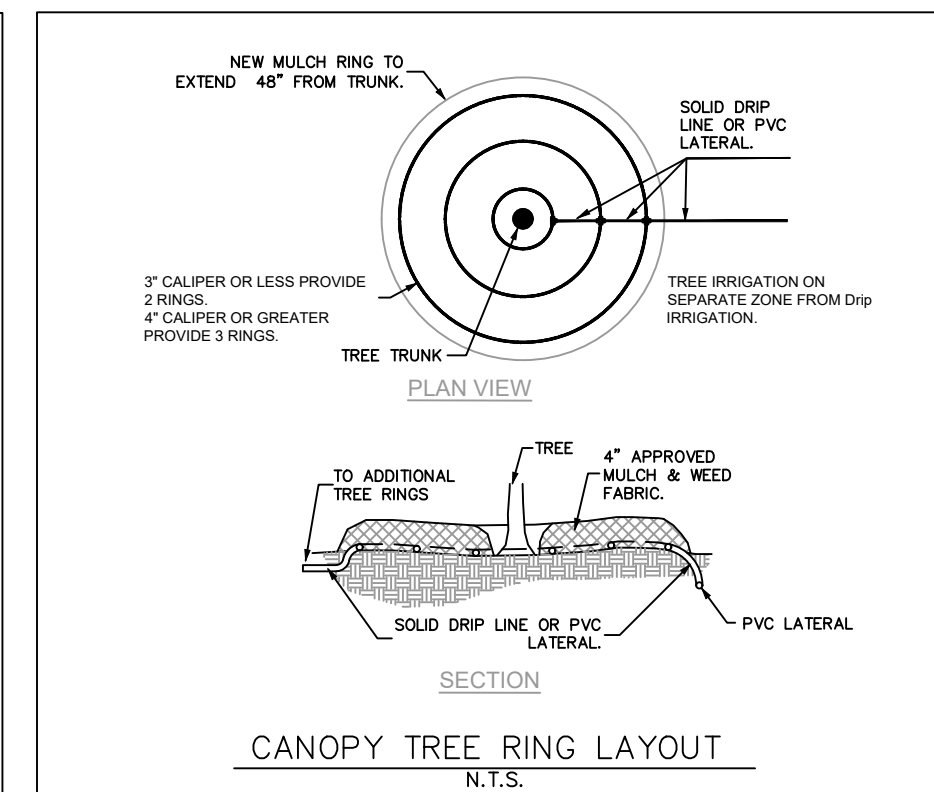
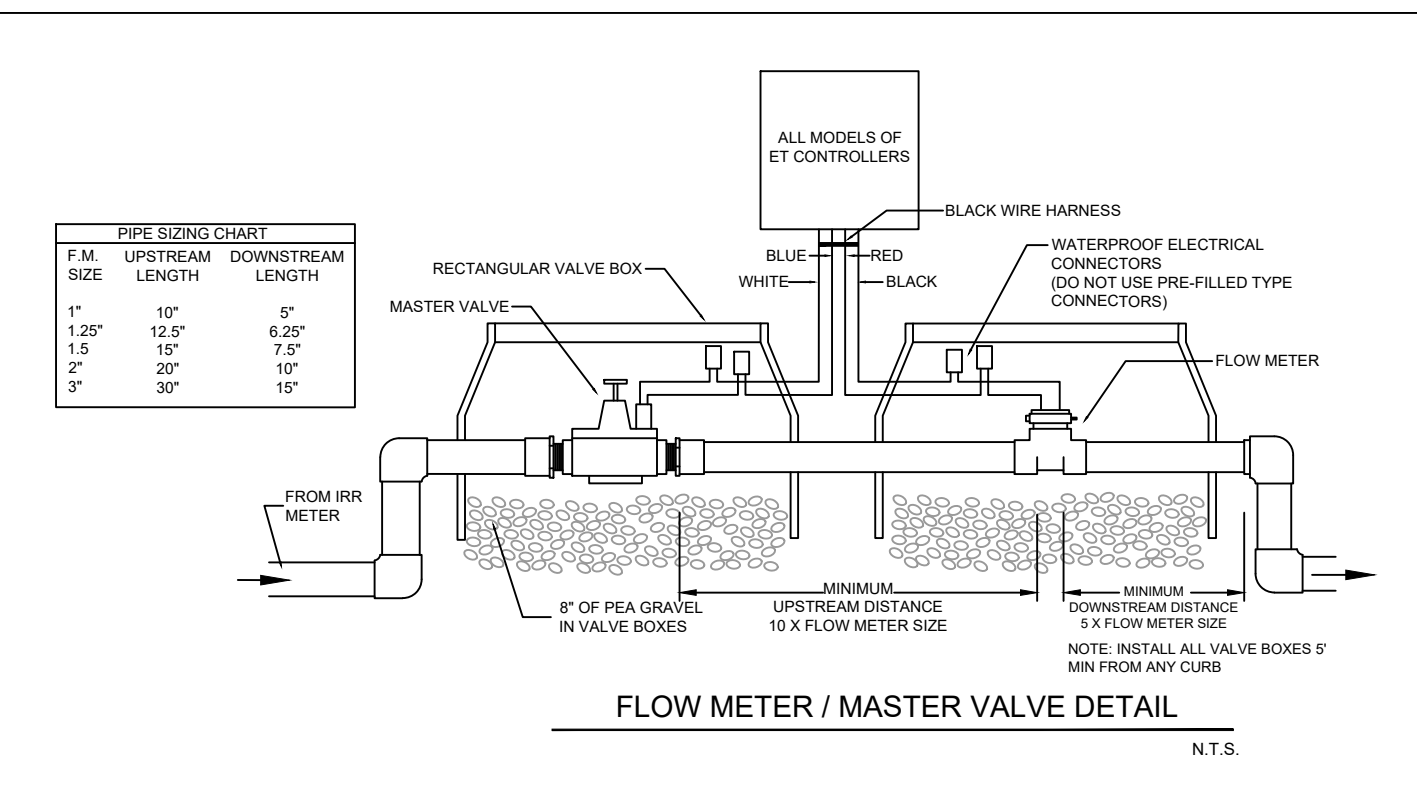
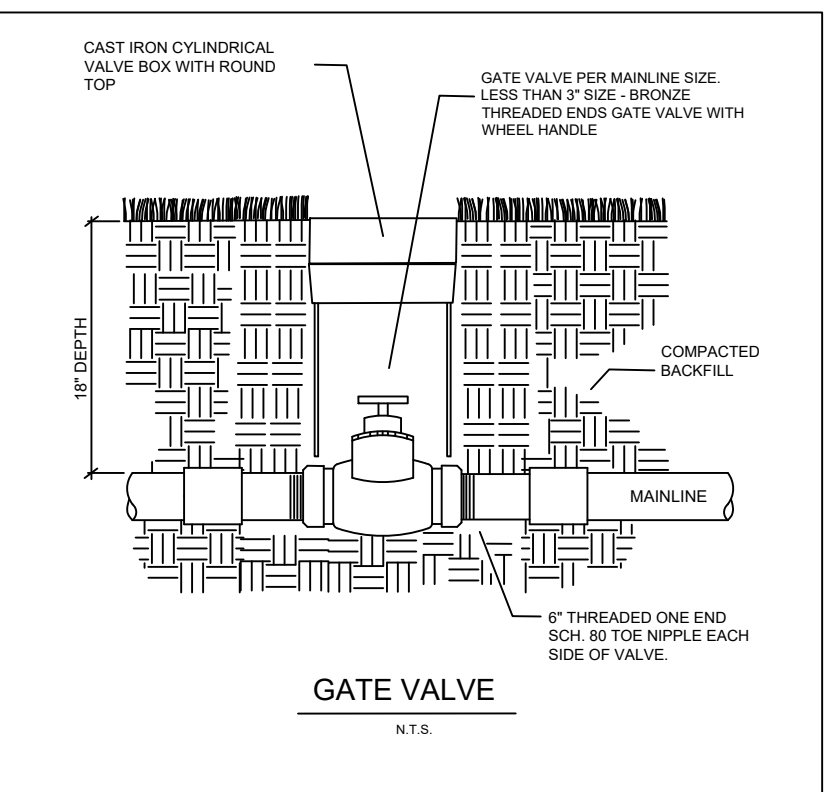
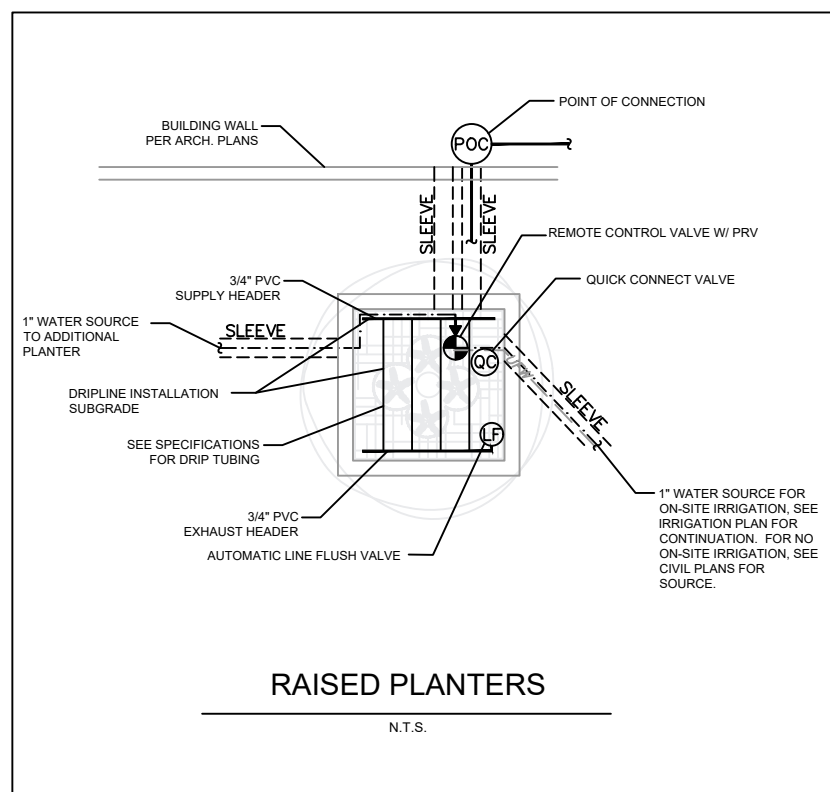
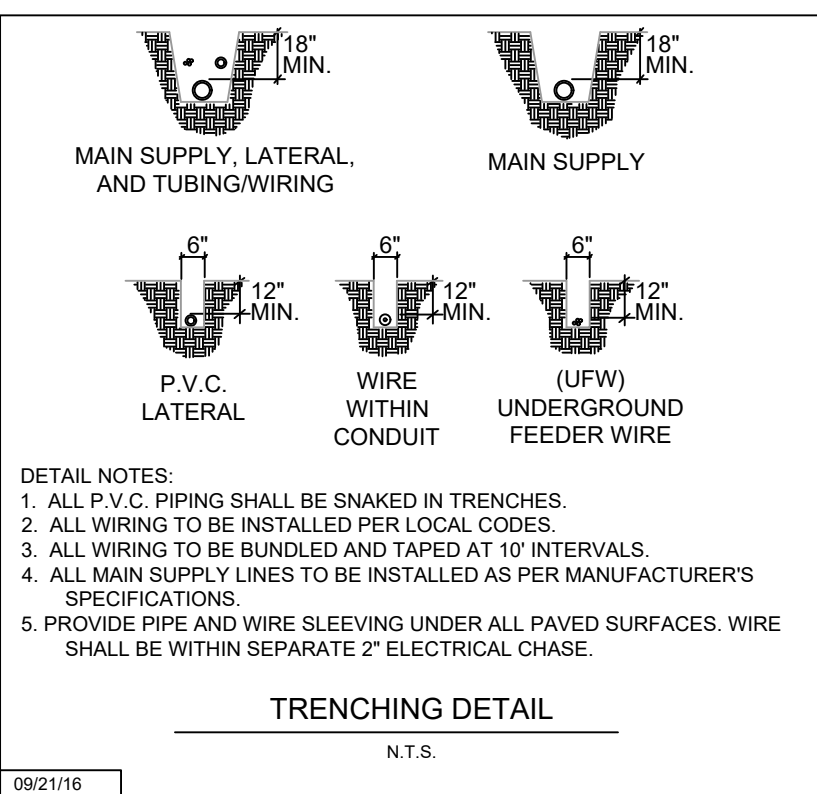
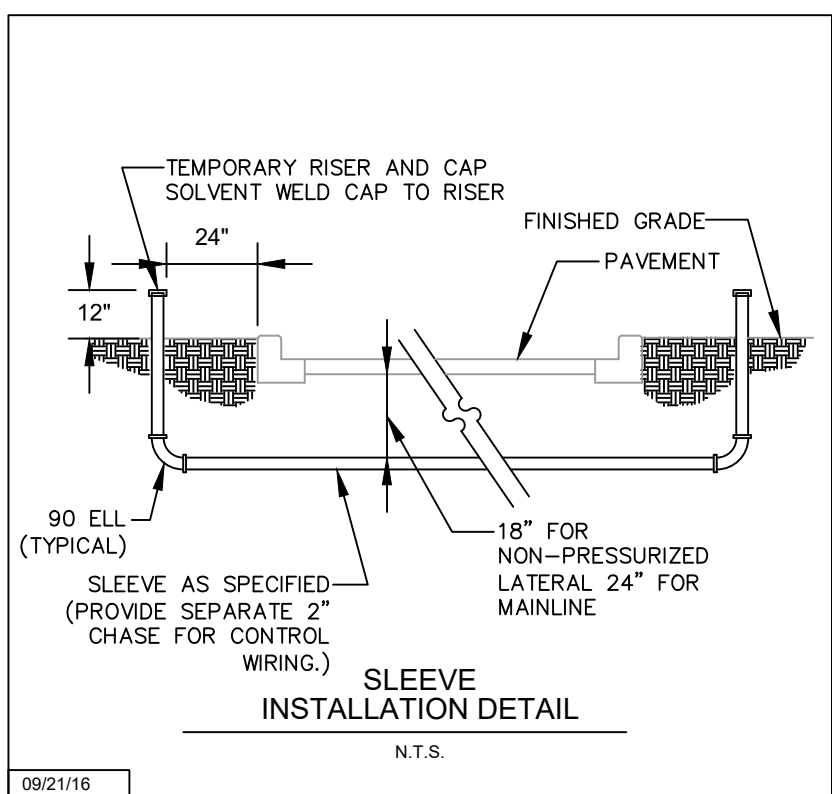
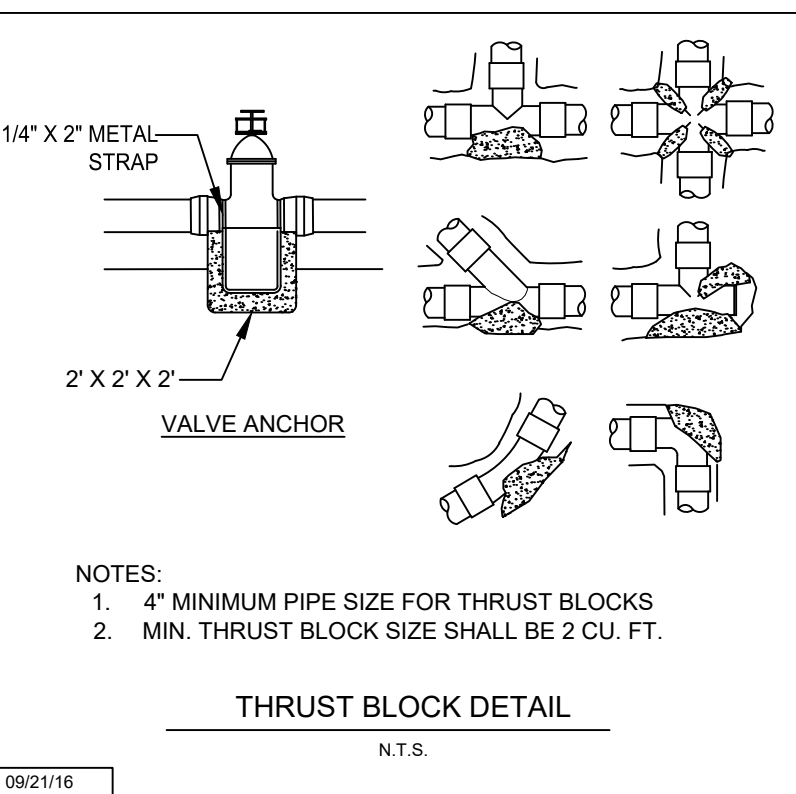
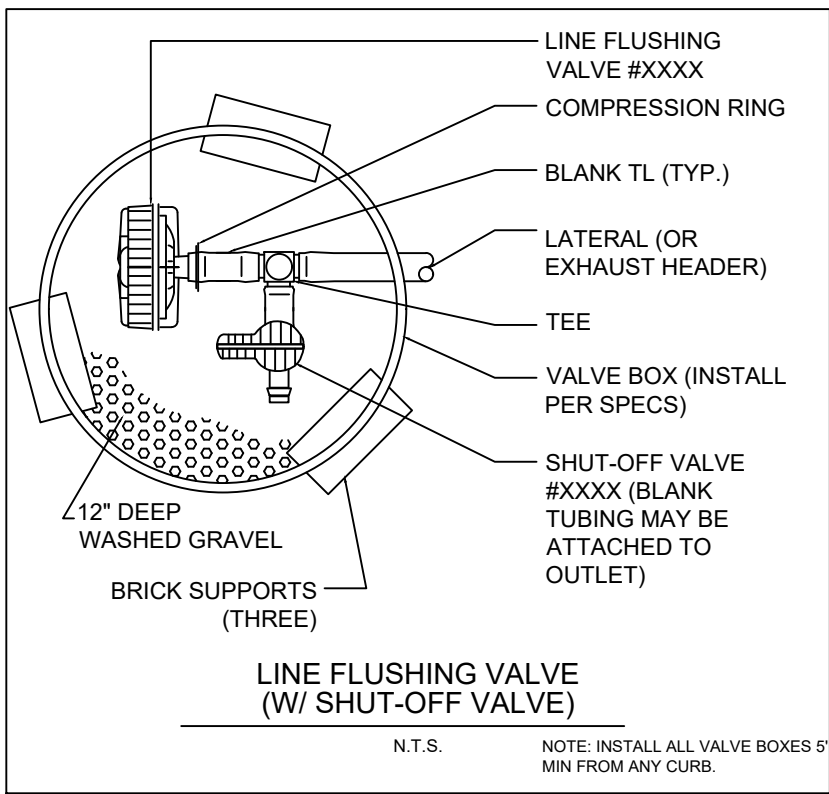
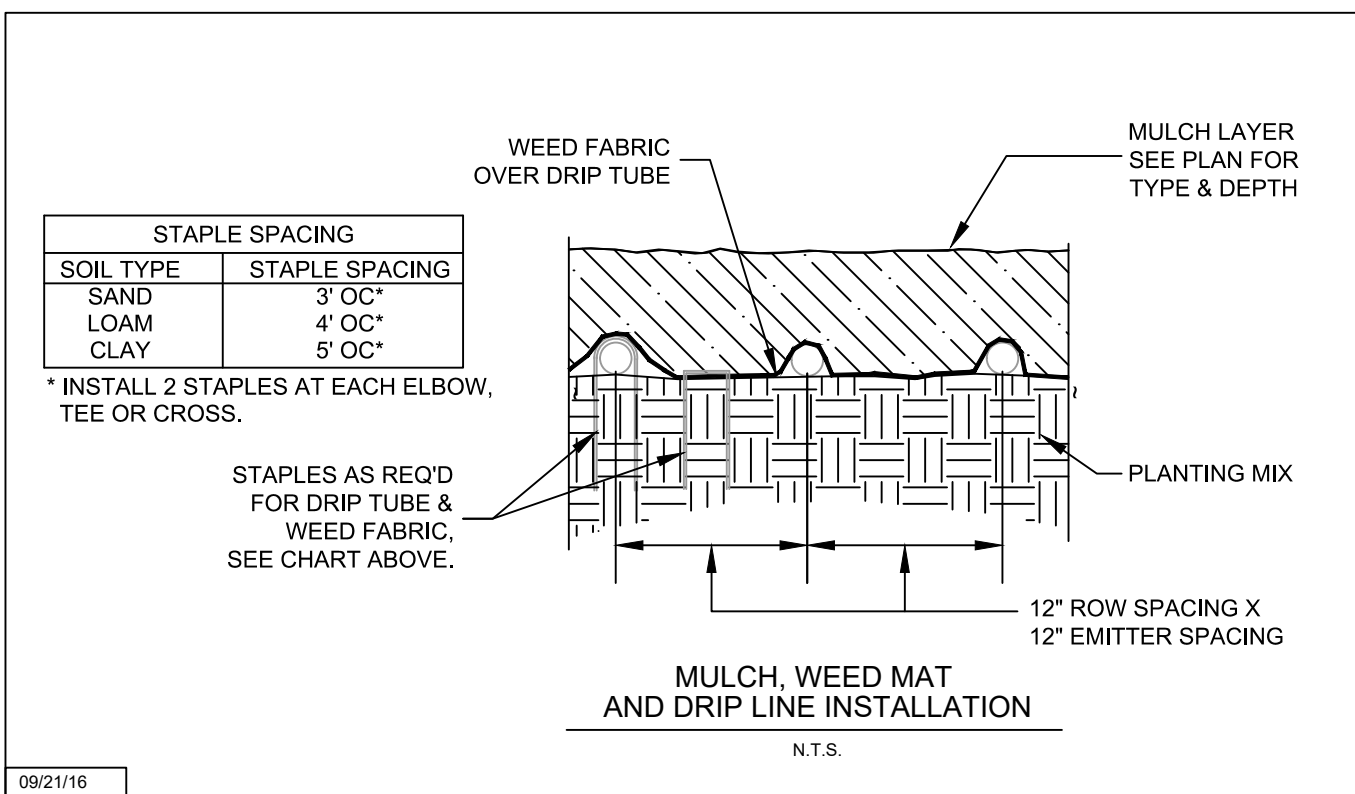
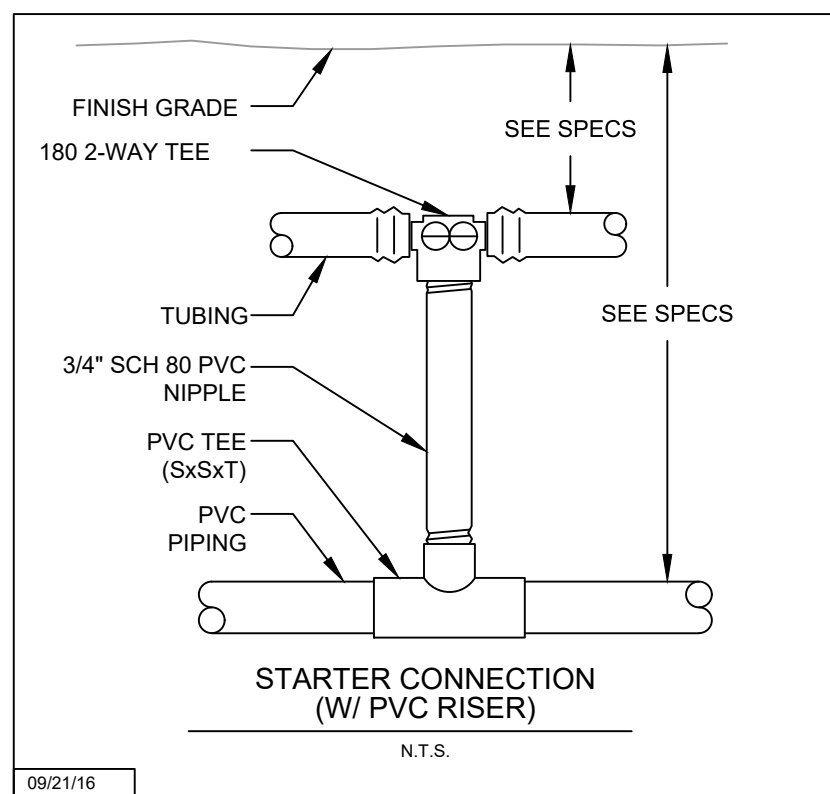
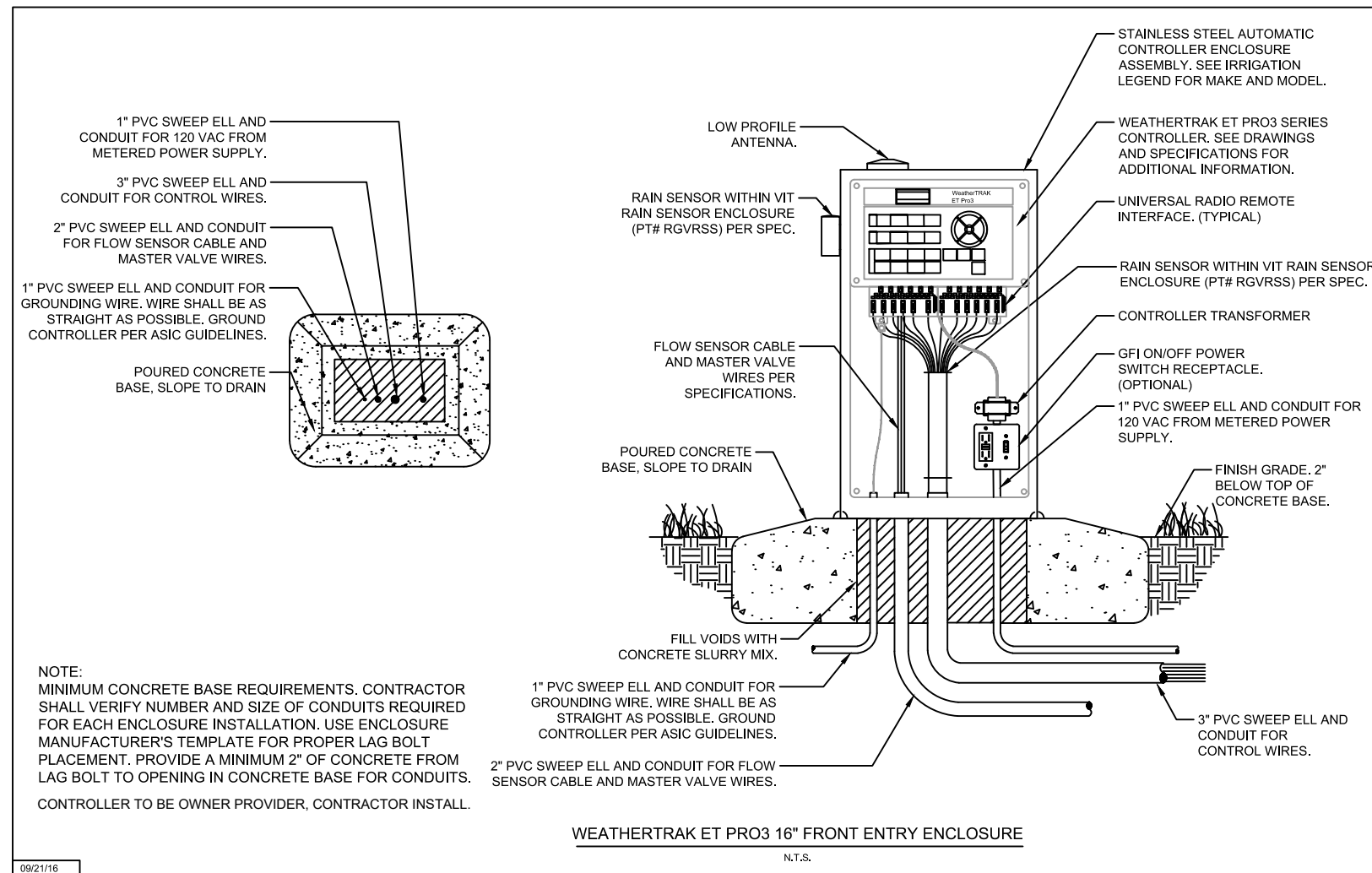
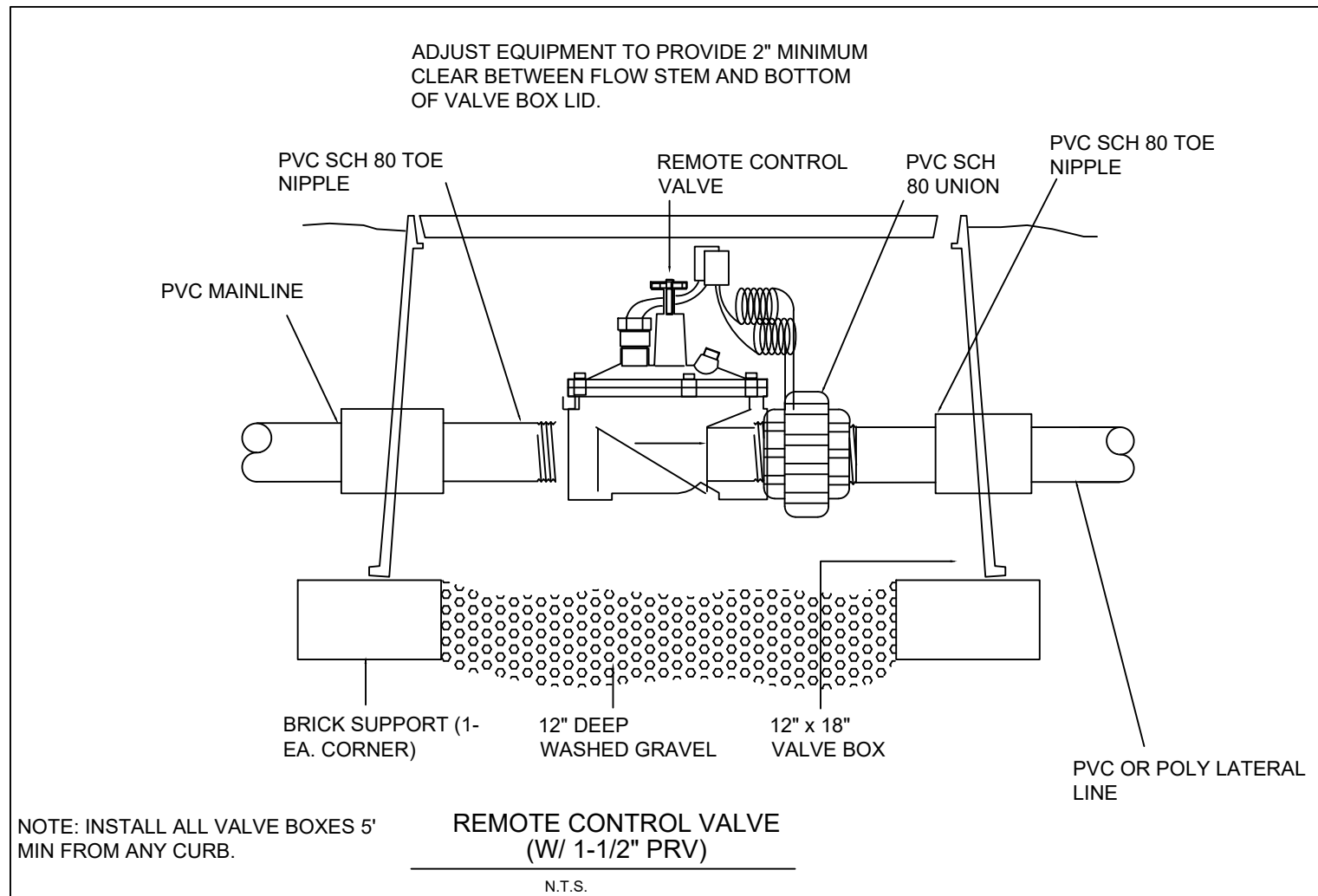
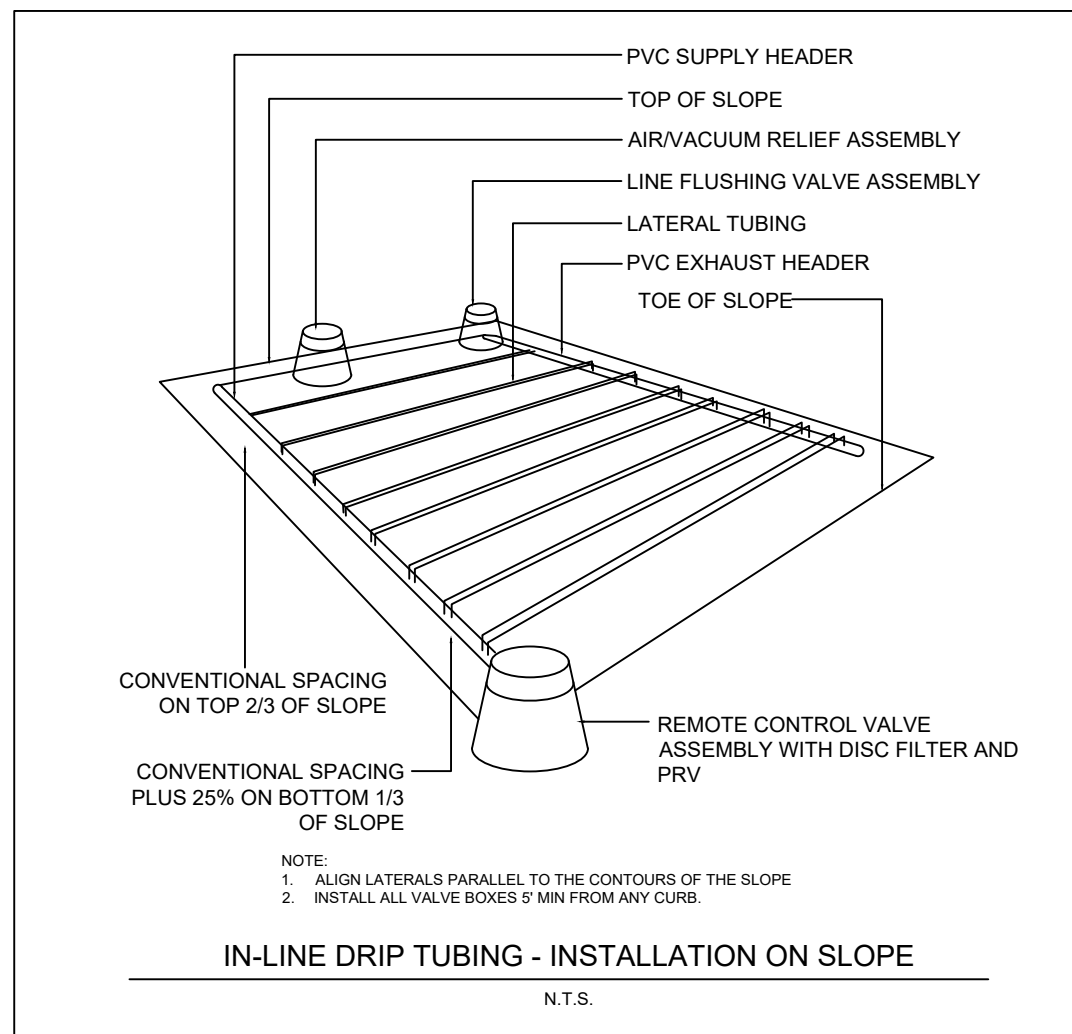
CITY OF OCOCEE, FLORIDA

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COMPLETE SET OF PLANS.

Sheet No.
IR5.1



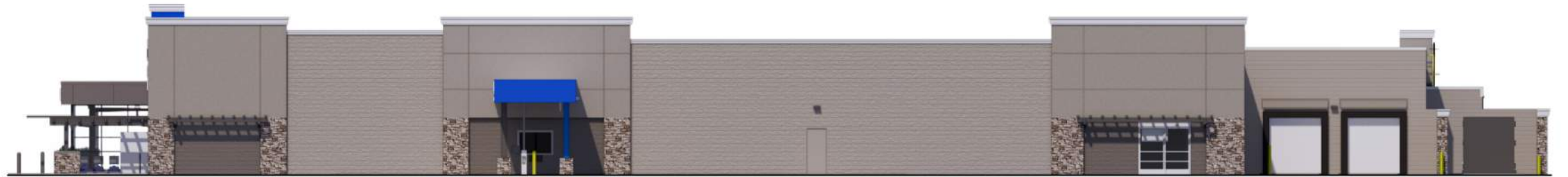
Hines Inc
SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com



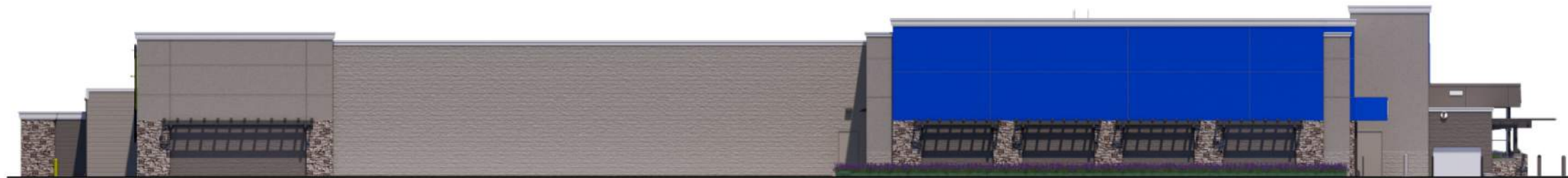
MICHAEL L. PREVOST
IA CID # 383
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CONSTRUCTION UNLESS
STAMPED APPROVED



ENTRY SIDE ELEVATION (WEST)



SIDE ELEVATION (WEST)



SIDE ELEVATION (EAST)



ENTRY SIDE ELEVATION (EAST)



REAR ELEVATION (NORTH)



FRONT ELEVATION (SOUTH)



PRE-FINISHED METAL
PF13 BONE WHITE



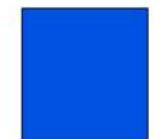
ALUMINUM BRAKE
CLADDING AND
AUTOMATIC DOORS
CLEAR ANODIZED FINISH



MEDIUM GRAY
P135



DARK GRAY
P49



TRUE BLUE
P218



WHITEBARK

























CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER AN
APPLICATION FOR A LARGE-SCALE PRELIMINARY SITE PLAN
OCOEE VILLAGE CENTER – NEW GROCERY AND FUEL STATION
CASE NUMBER: LS-2024-011 (SAGE # 2024-0047)

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-3A(3)(b), of the City of Ocoee Land Development Code, that on **TUESDAY, NOVEMBER 18, 2025, at 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider an application for a Large-Scale Preliminary Site Plan for the Ocoee Village Center – New Grocery and Fuel Station to be located on four (4) lots assigned parcel ID #s 05-22-28-6160-10-008, 05-22-28-6160-10-009, 05-22-28-0000-00-051, and 05-22-28-0000-00-050 as well as portions of the abandoned and vacated unimproved rights-of-way of North Lakewood Avenue and Clarcona Ocoee Road. Combined, the subject property contains approximately 6.9 acres and is generally located in the southwest corner of the intersection of the new North Lakewood Avenue realignment and Clarcona Ocoee Road. The applicant is proposing a new grocery store and fuel station.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

November 6, 2025



Meeting Date: November 18, 2025
Item #: 17

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: RFP # 25-006 for the Lease and Operation of the Forest Lake Golf Club. (Assistant City Manager Rumer)

Background Summary:

On April 1, 2025, the City Commission selected SSS Down To Earth OPCO LLC (DTE) to assume interim operations of the Forest Lake Golf Club. DTE was chosen from three qualified local vendors to manage the course from May 1, 2025, through November 3, 2025. A 30-day extension was later approved on October 7, 2025, extending operations through November 30, 2025.

After selecting an interim operator, the City issued RFP #25-006 to identify a long-term tenant to operate the Forest Lake Golf Club. The RFP opened publicly on August 5, 2025, and six responses were evaluated by the City's RFP Evaluation Committee. On August 28, 2025, the Committee short-listed the following three firms:

- **Hampton Golf Inc./FLGC Golf Holdings LLC**
- **Ocoee Golf Holdings, LLC**
- **Tamarack Golf Management, LLC**

The City Commission approved the short-listed firms on September 16, 2025, and held a Special Session on October 21, 2025, to interview and receive presentations from each of them. Commissioner George Oliver was absent, but the Commission heard all three presentations and provided brief comments. The Mayor and the Commissioners present voted to continue the item to November 18, 2025, so that Commissioner Oliver could participate in the final vote.

Additionally, due to the continuation of the final selection, the Commission needs to further extend DTE up to 90-days which will bring the operations to March 31, 2026.

Issue:

RFP #25-006 Lease and Operation of the Forest Lake Golf Club final City Commission selection.

Recommendations:

The Mayor and City Commissioners have the following options:

1. Award the Lease and Operation agreement for RFP #25-006 Lease and Operation of the Forest Lake Golf Club to the one of the shortlisted firms, and authorize staff to proceed with lease agreement negotiations with selected firm or;
2. Reject all proposals for RFP #25-006 Lease and Operation of the Forest Lake Golf Club and direct staff to

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761
Phone: (407) 905-3100 ▪ www.occoee.org

bring back a plan to address community and commission goals.

Additionally, staff recommends the City Commission extend DTE up to 90-days regardless of which direction the commission proceeds with, which will bring the interim operations to March 31, 2026.

Attachments:

1. RFP #25-006 Notice of Interviews
2. RFP #25-006 Forest Lake Pro Forma Pre-Interview Questions
3. RFP #25-006 Hampton Golf, Inc._FLGC Golf Holdings, LLC - Response to RFI
4. RFP #25-006 Ocoee Golf Holdings, LLC- Response to RFI
5. RFP #25-006 Tamarack Golf Management, LLC - Response to RFI

Financial Impacts:

No immediate financial impact.

Type of Item: Regular

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

REVISED

October 6, 2025

City Commission Special Session Convene

7:15 p.m., local time, or as soon thereafter as possible
Firms interview order will be randomly selected by
holding a drawing

First Firm

7:20 p.m. – 8:05 p.m., local time

Second Firm

8:10 p.m. – 8:55 p.m., local time

Third Firm

9:00 p.m. – 9:45 p.m., local time

City Commission Final Rankings

10:00 p.m., local time, or as soon thereafter as possible

Re: RFP #25-006 Lease and Operation of the Forest Lake Golf Club Notice of Interviews by the City Commission and Request for Additional Information

To: The Top Three (3) Shortlisted Firms: Hampton Golf, Inc./FLGC Golf Holdings, LLC
Ocoee Golf Holdings, LLC
Tamarack Golf Management, LLC

The top three (3) shortlisted firms are required by the City Commission, as discussed at the City Commission meeting on September 16, 2025, **to submit by email prior to the interview by October 15, 2025** to Olena Stokych at ostokych@ocoe.org with a copy Joyce Tolbert at jtolbert@ocoe.org :

- a more detailed one-page summary outlining their compensation and rent structure,
- revenue sharing analysis,
- a bank letter verifying proof of funds and financial capacity,
- a five-year capital improvement plan,
- a golf business growth strategy, and
- expanded details regarding food and beverage operations,
- complete and provide the attached Forest Lake Pro Forma Pre-Interview Questions spreadsheet.

Please be advised on Tuesday, October 21, 2025, at 7:15 p.m., the City Commission will hear presentations at a special session up to fifteen (15) minutes for interviews/presentations with handouts from the three (3) Respondents for RFP #25-006, followed by a thirty (30) minute question and answer period. Interviews will take place at the above-scheduled times and will be held in the Commission Chambers at Ocoee City Hall located at 1 N. Bluford Avenue, Ocoee, Florida 34761. Time limits will be strictly adhered to; therefore, it is requested for each firm be available during the special session. The public RFP City Commission meeting will follow to finalize the rankings at approximately 10:00 p.m., local time.

Special Guidelines:

- a) Each interview/presentation period will be for a maximum of fifteen (15) minutes for presentations followed by a thirty (30) minute question and answer period, and will be timed.

- b) There are five (5) members of this City Commission. Please bring nine (9) handouts and one (1) electronic copy, so we have one for the project file. If desired, there will be room for up to two (2) display boards, but there will not be additional time allotted for complex setup.
- c) Bring all digital media on a Flash Drive in Microsoft applications: MS Powerpoint, MS Excel, or MS Word, or Adobe PDF. The City Hall Chambers is fully equipped with the latest technology for presentations.
- d) The discussion will start with each firm's presentation, which should include introductions of those persons present, a brief overview of the company, and approach to golf course operation. Please limit the duration of your presentation to allow questions from the City Commission. Respondents should be prepared to answer technical questions regarding their proposals and approach to golf course operation.
- e) The Respondents will be allowed up to four (4) key project team members to be present.
- f) All costs for presentations, including travel related costs, shall be the responsibility of the Respondent, and the City shall make no reimbursement of any kind.

Should there be any questions regarding the above, please contact me at ostokych@ocoe.org. All information concerning this RFP is posted on Bonfire, which may be accessed via the City's website.

Sincerely,

Olena Stokych

Purchasing Analyst

Enclosure: Forest Lake Pro Forma Pre-Interview Questions 3 pages

Cc: City Commission

Forest Lake Golf Course - 5 Year Budget Forecast - all cells to Be Completed By Proposer

Company Name:

Basis for compensation/rent	2026	2027	2028	2029	2030	Totals
Projected Rounds of Golf						
Income						
Green Fees (current avg = \$43)						\$ -
Cart Fees						
Merchandise Sales						\$ -
Driving Range based on proposers plan to expand/increase revenue						\$ -
Food / Beverage Sales						\$ -
Outside Facility Rental/Events						\$ -
Other						\$ -
Other						\$ -
Other						\$ -
Total Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Goods Sold						\$ -
GROSS PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses						
Golf Operations						\$ -
Total Golf Maintenance						\$ -
Total Food & Beverage						\$ -
Total General & Administration						\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Compensation and Rent/revenue share Structure						
Guaranteed Annual Base Rent						\$ -
Additional or Alternative Rent (If Applicable) on Total Income (TI), Net Income (NI) or "Golf only revenue" income(GO) (Specify)						\$ -
Revenue Share calculation per your proposal based on projected revenues						\$ -
Other Source(s) per proposal - be specific and clear						\$ -
Percentage % of Rent Paid on Golf Only Revenue						\$ -
TOTAL \$ RENT w/revenue share and or % based on proposers formula	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Investment Plan and Proof of Financing						
Capital Investment \$ Amount by Year						\$ -
Detailed Scope of Investment by Year (bullets)						
Financial Capacity - provide a certified bank letter verifying proof of funds associated with all financial commitments outlined in proposal. For each year, indicate amount of capital to be invested.						
Total Annual Contribution to Future Capital Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RENT and FUTURE CAPITAL CONTRIBUTION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
High Level Golf Course, Golf Program and Community Venue Growth Business Plan by Year (bulleted)						
High Level Description of plans for food and beverage operations by Year (bulleted)						

From: [David Mayo](#)
To: [Stokych, Olena](#); [Justin Kuehn](#)
Cc: [Tolbert, Joyce](#)
Subject: RE: Reminder - RFP #25-006 Lease and Operation of the Forest Lake Golf Club
Date: Wednesday, October 15, 2025 8:20:32 PM
Attachments: [image001.png](#)
[FLGC GOLF HOLDINGS, LLC \(HG\) Forest Lake Financial Capacity 2.pdf](#)
[FLGC GOLF HOLDINGS, LLC \(HG\) Forest Lake RFP Interview QuestionsAnswers FINAL SUBMISSION.pdf](#)
[FLGC GOLF HOLDINGS, LLC \(HG\) Forest Lake RFP #25-006 Notice of Interviews Enclosure October 21 2025 Forest Lake Pro Forma Pre-Interview Questions HG 10.15.25. FINAL SUBMIT.pdf](#)
[FLGC GOLF HOLDINGS, LLC \(HG\) Forest Lake Financial Capacity 1.pdf](#)

Good Afternoon,

Please see attached all the requested documents for the lease and operation of the Forest Lake Golf Club.

Thank you,

David Mayo
General Manager
Blue Sky Golf Club
1700 Monument Rd
Jacksonville, FL 32225
(P) (904) 446-2899
dmayo@hampton.golf

From: Stokych, Olena <OStokych@ocoee.org>
Sent: Tuesday, October 14, 2025 3:49 PM
To: David Mayo <dmayo@hampton.golf>; Justin Kuehn <jkuehn@hampton.golf>
Cc: Tolbert, Joyce <JTolbert@ocoee.org>
Subject: Reminder - RFP #25-006 Lease and Operation of the Forest Lake Golf Club
Importance: High

Good afternoon.

As a reminder, the last day to submit the requested information before the interview for RFP #25-006 is tomorrow, October 15, 2025 (Wednesday).

Looking forward to hearing from you.

Thank you.

Olena Stokych
Purchasing Analyst

Forest Lake Golf Course - 5 Year Budget Forecast - all cells to Be Completed By Proposer

Company Name: FLGC Golf Holdings, LLC / Hampton Golf

Basis for compensation/rent	2026	2027	2028	2029	2030	Totals
Projected Rounds of Golf	55,200	55,200	55,200	55,200	55,200	276,000
<u>Income</u>						
Green Fees (current avg = \$43)	\$ 2,484,000.00	\$ 2,533,680.00	\$ 2,584,354.00	\$ 2,636,041.00	\$ 2,688,761.00	\$ 12,926,836.00
Cart Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Merchandise Sales	\$ 165,600.00	\$ 168,912.00	\$ 172,290.00	\$ 175,736.00	\$ 179,251.00	\$ 861,789.00
Driving Range based on proposers plan to expand/increase revenue	\$ 2,037,600.00	\$ 2,139,480.00	\$ 2,246,454.00	\$ 2,358,777.00	\$ 2,476,716.00	\$ 11,259,027.00
Food / Beverage Sales	\$ 3,588,000.00	\$ 3,759,600.00	\$ 3,939,078.50	\$ 4,126,753.45	\$ 4,322,989.80	\$ 19,736,421.75
Outside Facility Rental/Events	\$ 85,000.00	\$ 92,650.00	\$ 100,998.50	\$ 110,088.37	\$ 119,996.32	\$ 508,733.19
Company Events	\$ 55,000.00	\$ 59,950.00	\$ 65,345.50	\$ 71,226.50	\$ 77,636.89	\$ 329,158.89
Network events	\$ 30,000.00	\$ 32,700.00	\$ 35,643.00	\$ 38,850.87	\$ 42,347.45	\$ 179,541.32
Private Parties	\$ 25,000.00	\$ 27,250.00	\$ 29,702.50	\$ 32,375.73	\$ 35,289.55	\$ 149,617.78
Total Income	\$ 8,470,200.00	\$ 8,814,222.00	\$ 9,173,866.00	\$ 9,549,848.92	\$ 9,942,988.01	\$ 45,951,124.93
Total Cost of Goods Sold	\$ 1,262,723.00	\$ 1,322,630.00	\$ 1,385,468.00	\$ 1,451,382.00	\$ 1,520,524.00	\$ 6,942,727.00
GROSS PROFIT	\$ 7,207,477.00	\$ 7,491,592.00	\$ 7,788,398.00	\$ 8,098,466.92	\$ 8,422,464.01	\$ 39,008,397.93
<u>Expenses</u>						
Golf Operations	\$ 716,941.00	\$ 724,110.00	\$ 731,351.00	\$ 738,665.00	\$ 746,051.00	\$ 3,657,118.00
Total Golf Maintenance	\$ 1,133,690.00	\$ 1,145,027.00	\$ 1,156,477.00	\$ 1,168,042.00	\$ 1,179,723.00	\$ 5,782,959.00
Total Food & Beverage	\$ 1,506,794.00	\$ 1,521,862.00	\$ 1,537,081.00	\$ 1,552,452.00	\$ 1,567,976.00	\$ 7,686,165.00
Total General & Administration	\$ 1,413,509.00	\$ 1,427,644.00	\$ 1,441,921.00	\$ 1,456,340.00	\$ 1,470,903.00	\$ 7,210,317.00
Total Expenses	\$ 4,053,993.00	\$ 4,818,643.00	\$ 4,866,830.00	\$ 4,915,499.00	\$ 4,964,653.00	\$ 23,619,618.00
NET INCOME	\$ 3,153,484.00	\$ 2,672,949.00	\$ 2,921,568.00	\$ 3,182,967.92	\$ 3,457,811.01	\$ 15,388,779.93
<u>Compensation and Rent/revenue share Structure</u>						
Guaranteed Annual Base Rent	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 1,200,000.00

Additional or Alternative Rent (If Applicable) on Total Income (TI), Net Income (NI) or "Golf only revenue" income(GO) (Specify)	5% of ALL GROSS REVENUE OF THE CLUB WITH NO EXCLUDED REVENUE WHATSOEVER.					
Revenue Share calculation per your proposal based on projected revenues	N/A	N/A	N/A	N/A	N/A	\$ -
Other Source(s) per proposal - be specific and clear	N/A	N/A	N/A	N/A	N/A	\$ -
Percentage % of Rent Paid on ALL Gross Revenue of the club	\$ 183,510.00	\$ 200,711.00	\$ 218,693.00	\$ 237,492.00	\$ 257,149.00	\$ 1,097,555.00
TOTAL \$ RENT w/revenue share and or % based on proposers formula	\$ 423,510.00	\$ 440,711.00	\$ 458,693.00	\$ 477,492.00	\$ 497,149.00	\$ 2,297,555.00
Capital Investment Plan and Proof of Financing						
Capital Investment \$ Amount by Year	\$ 2,000,000.00	\$ 11,900,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 16,400,000.00
Detailed Scope of Investment by Year (bullets)	Refer to Proposer's response to the notice of interviews and its respective RFP submission					
Financial Capacity - provide a certified bank letter verifying proof of funds associated with all financial commitments outlined in proposal. For each year, indicate amount of capital to be invested.	Proposer submitted the requisite proof of its financial capacity in proper's response to the notice of interviews.					
Total Annual Contribution to Future Capital Fund	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 750,000.00

TOTAL RENT and FUTURE CAPITAL CONTRIBUTION	\$ 573,510.00	\$ 590,711.00	\$ 608,693.00	\$ 627,492.00	\$ 647,149.00	\$ 3,047,555.00
High Level Golf Course, Golf Program and Community Venue Growth Business Plan by Year (bulleted)	Refer to Proposer's response to the notice of interviews and its respective RFP submission					
High Level Description of plans for food and beverage operations by Year (bulleted)	Refer to Proposer's response to the notice of interviews and its respective RFP submission					

HamptonGolf

Forest Lake RFP Interview Questions FLGC GOLF HOLDINGS, LLC October 15, 2025

Pursuant to that certain Notice of Interview by the City Commission and Request for Additional information (the “Notice”), FLGC GOLF HOLDINGS, LLC/HAMPTON GOLF (“Proposer”) hereby provides the following information related to the Notice:

1 A more detailed one-page summary outlining their compensation and rent structure

o Initial submitted proposal:

▪ Initial Term:	10 Years
▪ Renewal Term:	Four 10-year renewal options
▪ Commencement Date:	January 1, 2026
▪ Minimum Annual Guaranteed Rent:	\$240,000 (\$20,000 monthly)
▪ Percentage Rent:	5% of ALL Gross Revenue of the Club
▪ Security Deposit:	3 Months of minimum annual guarantee
▪ Guarantor:	Corporate Guaranty
▪ Letter of credit:	Irrevocable letter of credit
▪ Performance security	Performance bond
▪ Surety Company	Zurich
▪ Insurance Company/Agent	David Cosper
▪ Asset Manager	2% of all gross revenue of the club
▪ Resident Program	Yes (As further described below)

2 Revenue Sharing Analysis

Compensation and Rent/Revenue Share Structure						
	2026	2027	2028	2029	2030	Total
Guaranteed Annual Base Rent	\$240,000.00	\$240,000.00	\$240,000.00	\$240,000.00	\$240,000.00	\$1,200,000.00
Revenue Share calculation per your proposal based on projected revenues	\$183,510.00	\$200,711.00	\$218,693.00	\$237,492.00	\$257,149.00	\$1,097,555.00
TOTAL \$ RENT w/revenue share and or % based on proposers formula	\$423,510.00	\$440,711.00	\$458,693.00	\$477,492.00	\$497,149.00	\$2,297,555.00

- a. The City of Ocoee will receive 5% of gross revenue of the club *or* the minimum annual guaranteed rent, whichever is greater.

3 Bank letter verifying proof of funds and financial capacity – Please see attached.

4 Five-year Capital Improvement Plan

a. Year 1: 2026 – Phase 1 – \$2,000,000

- i. Renovation of existing clubhouse and rejuvenation of food & beverage operations:
\$500,000

- ii. Cart path repair to fix potholes and improve overall surface: \$500,000
- iii. Re-grassing of 9 greens: \$400,000
- iv. Leveling and re-grassing of Tee boxes: \$200,000
- v. Landscape improvements: \$400,000

b. Year 2: 2027 – Phase 2 – \$11,900,000

- i. New clubhouse (9,000 SF) featuring vista views: \$9,500,000
- ii. Re-grassing of 9 Greens: \$400,000
- iii. New parking lot: \$500,000
- iv. New covered driving range (20 bays): \$1,500,000

c. Year 3: 2028 – Phase 3 – \$1,000,000

- i. Irrigation repair and partial replacement on 9 holes: \$1,000,000

d. Year 4: 2029 – Phase 4 – \$1,000,000

- i. Irrigation repair and partial replacement on 9 holes: \$1,000,000

e. Year 5: 2030 – Phase 5 – \$500,000

- i. Covered driving range (additional 20 bays): \$500,000

5 Golf Business Growth Strategy

a. Growing Resident, Member, and Guest Golf Usage

- i. Introduction of guest offerings aligned with underutilized tee sheet periods through the installation of an automated predictive pricing system.
- ii. Emphasis on golf programming—specifically golf events, tournaments, and leagues—to drive participation and engagement.
- iii. Tracking each guest’s activity and communicating tailored messages based on their individual behaviors and preferences.
- iv. Implementation of programs designed to encourage incremental spending during each visit without compromising profit margins.
- v. Expansion of hours of operation, as needed, following a review of utilization patterns.

b. Events

- i. Hosting of an annual tournament for current Major participants.
- ii. Hosting of high school and collegiate golf tournaments to promote community involvement and visibility.

c. Junior Programs

- i. Expansion of junior golf programs to foster early engagement and long-term player development.
- ii. Continued active support of First Tee – Central Florida through expanded onsite collaboration at Forest Lake, providing access to the practice facility, driving range, and golf course for youth programs (ages 7–18) that blend golf skills with life and leadership lessons.

d. Resident Appreciation Program

- i. Introduction of resident discounts to increase participation and loyalty among the local community.

- ii. Engagement of residents who do not currently play golf through the development of a covered, gamified driving range paired with enhanced food and beverage offerings. This synergy will create a natural transition from social engagement to golf participation.
- e. **Please note: This program will be executed in alignment with the approved Capital Improvement Plan (see section above for details).**

6 **Expanded Details Regarding Food and Beverage Operations**

a. **Golf Course, Clubhouse, and Driving Range**

Vision and Approach

Our objective is to deliver a comprehensive food and beverage program that positions Forest Lake Golf Club and Rusty Niblick Pub as not only a premier golf destination, but also as a vibrant social and dining hub. The offerings will rival and in many cases exceed those of neighboring private clubs and popular casual restaurants in the community, such as Miller’s Ale House and similar regional operators.

The food and beverage program will serve three primary audiences:

1. Clubhouse Members and Golfers – providing reliable, quality offerings before, during, and after play.
2. Driving Range and Entertainment Patrons – activating the new double-level, 40-bay range with a modern, fun, shareable menu designed for groups.
3. Community Guests – positioning the facility as a go-to option for casual dining, events, and gatherings, even for those not playing golf.

b. **Clubhouse Dining Program**

- i. **Concept:** Casual-upscale clubhouse restaurant offering a sit-down experience for members, golfers, and community patrons.
- ii. **Menu Design:** Balanced between traditional clubhouse fare (sandwiches, salads, wraps, burgers) and elevated entrée selections (fresh fish, steaks, chef’s specials).
- iii. **Price Point:** \$12–\$20 for lunch entrées; \$18–\$28 for dinner entrées, consistent with well-known casual dining restaurants.
- iv. **Quality Standards:** Comparable or superior to neighboring private clubs, with an emphasis on fresh ingredients, seasonal specials, and signature dishes unique to the facility.
- v. **Beverage Program:** Full bar service including local craft beers, curated wine list, and cocktails that appeal to both golfers and social diners.

c. **Driving Range & Entertainment Bays**

- i. **Concept:** An energetic, “social sports bar” food and beverage experience integrated into the 40-bay double-level range, modeled on a smaller-scale Topgolf environment.
- ii. **Menu Design:**
 - a. Shareable plates: wings, sliders, flatbreads, nachos, loaded fries.

- b. Group platters for bays: sampler boards, buckets of beer/seltzers, pitchers of cocktails.
 - c. Kid-friendly options for families.
- iii. **Price Point:** Competitive with Alehouse and casual dining restaurants (\$10–\$16 for appetizers; \$12–\$20 for entrées).
- iv. **Beverage Program:** Branded signature cocktails, frozen drinks, domestic/craft beer buckets, and wine by the glass or bottle.

d. On-Course Food & Beverage

- i. **Beverage Carts:** Two mobile carts circulating the course daily, stocked with cold drinks, sandwiches, snacks, and grab-and-go options.
- ii. **Halfway House/Kiosk:** Convenient walk-up service near the turn offering hot dogs, handheld sandwiches, energy drinks, and quick service items to maintain pace of play.

e. Banquets & Events

- i. **Clubhouse Banquet Rooms:** Flexible event space for private parties, corporate outings, weddings, and golf tournaments.
- ii. **Menu Offerings:** Buffet, plated, and cocktail reception formats. Pricing customizable to community standards, with competitive packages.
- iii. **Revenue Impact:** Events drive incremental non-golf revenue while expanding community engagement.

f. Comparative Standards & Assurance

- i. **Benchmarking:** Our menu and pricing strategy will be benchmarked quarterly against leading local restaurants (e.g., Miller’s Ale House, family-friendly casual dining operators) and neighboring golf clubs to ensure quality and competitiveness.
- ii. **Quality Control:** We will employ an experienced Executive Chef and F&B Director to oversee kitchen operations, service training, and menu development.
- iii. **Community Activation:** Weekly specials, live music nights, happy hours, and seasonal events (e.g., football watch parties, holiday brunches) will make the clubhouse and range a consistent draw beyond golf.

g. Summary of Benefits to the City

- i. A COMMUNITY GOLF AND RECREATIONAL AMENITY THAT OUTPERFORMS AND EXCEEDS THE STANDARD AND QUALITY OF COMPARABLE GOLF CLUBS IN CENTRAL FLORIDA, INCLUDING THE CLERMONT NATIONAL GOLF COURSE AND THE VIEW RESTAURANT AND DRIVING RANGE IN CLERMONT, FLORIDA.
- ii. A clubhouse restaurant experience meeting or exceeding private club standards.
- iii. A driving range activation model delivering a “mini-Topgolf” destination for all ages.
- iv. A community-friendly price point comparable to regional Miller Ale House-style restaurants.
- v. A flexible event and banquet program generating new revenue streams.
- vi. Assurance that the facility will become a regional attraction for golf, dining, and entertainment.

- h. **Please note: This program will be executed in alignment with the approved Capital Improvement Plan (see section above for details).**

From: Grant Johnson <gjohnson@troon.com>
Sent: Wednesday, October 15, 2025 1:50 PM
To: Tolbert, Joyce; Stokych, Olena
Cc: Adam Laufer; Don Lipari; Bob Greenberg; Peter Solberg
Subject: RE: Reminder - RFP #25-006 Lease and Operation of the Forest Lake Golf Club
Attachments: RFP 25-006 Forest Lake Pro Forma Pre-Interview Questions - Ocoee Golf Holdings LLC -10.15.25.xlsx; Proposed Terms & Exceptions - Ocoee Golf Holdings, LLC.pdf; 5-Year Capital Improvement Plan - Ocoee Golf Holdings, LLC.pdf; 10-Year Proforma - Ocoee Golf Holdings, LLC.pdf; Proof of Funds (3).pdf; Proof of Funds (1).pdf; Proof of Funds (2).PDF

Hello,

Thank you for the opportunity to provide this additional information as requested by the Selection Committee for RFP #25-006. Please confirm receipt of our response.

We have outlined the requested information below and in the numerous attachments:

- a more detailed one-page summary outlining their compensation and rent structure,
See attached “Proposed Terms & Exceptions”
- revenue sharing analysis,
Please see the attached spreadsheet with detail on Revenue, Expenses and Capital in the first 5 years. Additionally, we have provided our 10-year proforma provided in our initial response. Ocoee Golf Holdings, LLC has provided a proposal in which The City will receive \$5.35M of capital investment into Forest Lake over the first 24 months of the term and 3.5% of Gross Revenues beginning in year 5. Over the proposed 10-year term, this totals \$6.19M. Beyond this, we have proposed annual base rent of \$100,000 per annum + a golf revenue share above outlined thresholds (see proposed terms) beginning in year 5. Over the 10-year term, the City will receive \$7.29M in Rent + Capital Improvements, equally 63% of the proposed 10-year EBITDAR.
- a bank letter verifying proof of funds and financial capacity,
Please see attached “Proof of Funds Letters 1,2 &3” – marked confidential.
- a five-year capital improvement plan,
Please see attached “5-Year Capital Improvement Plan” detailing the timeline and project scope for our initial \$5.35M capital investment to be spent over the first 24-months of the term.
- a golf business growth strategy, and
Ocoee Golf Holdings, LLC business growth strategy focuses on revitalizing the golf experience through reinvestment, programming diversity, and data-driven operations under Troon’s proven management model. Central to this approach is enhancing course quality, upgrading the driving range and irrigation systems, and implementing a robust player development program through the Kyle Berkshire Academy and certified PGA/LPGA instruction. Growth will be driven by increased rounds, yield optimization, new membership and instructional revenue streams, and destination-

level events that boost visibility and community engagement. Leveraging Troon's national marketing, loyalty, and customer analytics platforms, Forest Lake will sustain long-term participation and revenue growth while positioning itself as a modern, inclusive, and high-performing municipal golf destination.

- expanded details regarding food and beverage operations,
While term restrictions and the significant capital required limit immediate investment in a new clubhouse and restaurant, Ocoee Golf Holdings will explore all available sources of capital funds to evaluate the feasibility of future clubhouse development. In the interim, our F&B strategy emphasizes leveraging modern kitchen FF&E to produce elevated, diverse offerings that enhance the guest experience and improve operational efficiency. The expanded patio and food truck area will serve as a lively, inviting social hub—creating an approachable, community-driven environment that complements the reimagined driving range and overall energy of Forest Lake Golf Club.
- complete and provide the attached Forest Lake Pro Forma Pre-Interview Questions spreadsheet. Please see attached the completed spreadsheet. The numbers provided directly reflect the initial 10-year proforma provided in our initial response. We have provided the 10-year Proforma again as it details fully our Proposed Rent and Capital Plan including base rent, revenue sharing and capital reserve fund.

We look forward to discussing these topics further in our scheduled presentation. Should you have any immediate questions, please do not hesitate to contact us.

Sincerely,

Grant Johnson | Director, Business Development

Troon | c 571.926.5011 | gjohnson@troon.com



[Book a Meeting With Me](#)

From: Adam Laufer <alaufer@gmail.com>

Sent: Tuesday, October 14, 2025 3:57 PM

To: Grant Johnson <gjohnson@troon.com>

Subject: Fwd: Reminder - RFP #25-006 Lease and Operation of the Forest Lake Golf Club

Sent from my iPhone

Begin forwarded message:

From: "Stokych, Olena" <OStokych@occoee.org>

Date: October 14, 2025 at 3:51:37 PM EDT

To: Donald Lipari <donlip5@outlook.com>, alaufer@gmail.com, rrg877@icloud.com, psolberg@troon.com

Forest Lake Golf Course - 5 Year Budget Forecast - all cells to Be Completed By Proposer

Company Name:

Basis for compensation/rent	2026	2027	2028	2029	2030	Totals
Projected Rounds of Golf	54,750	44,938	57,488	60,362	62,173	
Income						
Green Fees (current avg = \$43)	\$ 1,180,762	\$ 893,602	\$ 1,413,373	\$ 1,558,243	\$ 1,653,140	\$ 6,699,119.87
Cart Fees	\$ 396,375	\$ 309,068	\$ 525,861	\$ 579,762	\$ 615,069	
Merchandise Sales	\$ 164,250	\$ 136,835	\$ 177,675	\$ 189,357	\$ 197,964	\$ 866,080.80
Driving Range based on proposers plan to expand/increase revenue	\$ 292,563	\$ 425,027	\$ 691,179	\$ 762,025	\$ 808,432	\$ 2,979,225.39
Food / Beverage Sales	\$ 468,650	\$ 563,522	\$ 622,484	\$ 663,413	\$ 693,565	\$ 3,011,634.09
Outside Facility Rental/Events	\$ 20,000	\$ 16,662	\$ 26,565	\$ 28,312	\$ 29,598	\$ 121,136.82
Other - Other Golf Revenue (club rental,	\$ 49,250	\$ 49,250	\$ 50,481	\$ 51,743	\$ 52,778	\$ 253,502.68
Other - Clinic / School Revenue	\$ 70,000	\$ 108,500	\$ 181,738	\$ 186,281	\$ 190,007	\$ 736,524.99
Other - Membership/Pass Sales	\$ 211,250	\$ 211,250	\$ 216,531	\$ 221,945	\$ 226,383	\$ 1,087,359.20
Total Income	\$ 2,853,100	\$ 2,713,716	\$ 3,905,887	\$ 4,241,080	\$ 4,466,936	\$ 18,180,719
Total Cost of Goods Sold	\$ 305,502	\$ 319,585	\$ 436,798	\$ 465,502	\$ 486,251	\$ 2,013,637
GROSS PROFIT	\$ 2,547,598	\$ 2,394,131	\$ 3,469,089	\$ 3,775,578	\$ 3,980,686	\$ 16,167,082
Expenses						
Golf Operations	\$ 442,522	\$ 455,392	\$ 465,541	\$ 477,284	\$ 489,380	\$ 2,330,119
Total Golf Maintenance	\$ 1,185,368	\$ 1,214,847	\$ 1,282,286	\$ 1,311,548	\$ 1,341,688	\$ 6,335,736
Total Food & Beverage	\$ 209,666	\$ 216,889	\$ 222,101	\$ 228,764	\$ 235,627	\$ 1,113,048
Total General & Administration	\$ 505,920	\$ 521,849	\$ 527,387	\$ 543,209	\$ 559,505	\$ 2,657,870
Total Expenses	\$ 2,343,475	\$ 2,408,977	\$ 2,497,315	\$ 2,560,805	\$ 2,626,200	\$ 12,436,773
NET INCOME	\$ 204,123	\$ (14,846)	\$ 971,774	\$ 1,214,773	\$ 1,354,486	\$ 3,730,309
Compensation and Rent/revenue share Structure - See attached 10 Year Proforma						
Guaranteed Annual Base Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional or Alternative Rent (If Applicable) on Total Income (TI), Net Income (NI) or "Golf only revenue" income(GO) (Specify)						\$ -

Revenue Share calculation per your proposal based on projected revenues						\$ -
Other Source(s) per proposal - be specific and clear						\$ -
Percentage % of Rent Paid on Golf Only Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL \$ RENT w/revenue share and or % based on proposers formula	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Investment Plan and Proof of Financing						
Capital Investment \$ Amount by Year	\$ 1,850,000.00	\$ 3,500,000.00	\$ -	\$ -	\$ -	\$ 5,350,000.00
Detailed Scope of Investment by Year (bullets)	<i>Please see attached "5-Year Capital Improvement Plan" detailing the timeline and project scope for our initial \$5.35M capital investment to be spent over the first 24-months of the term.</i>					
Financial Capacity - provide a certified bank letter verifying proof of funds associated with all financial commitments outlined in proposal. For each year, indicate amount of capital to be invested.	<i>see emailed response for Proof of Funds Letters</i>					
Total Annual Contribution to Future Capital Fund	\$ 1,850,000.00	\$ 3,500,000.00	\$ -	\$ -	\$ -	\$ 5,350,000.00
TOTAL RENT and FUTURE CAPITAL CONTRIBUTION	\$ 1,850,000.00	\$ 3,500,000.00	\$ -	\$ -	\$ -	\$ 5,350,000.00

High Level Golf Course, Golf Program and Community Venue Growth Business Plan by Year (bulleted)	Ocoee Golf Holdings, LLC business growth strategy focuses on revitalizing the golf experience through reinvestment, programming diversity, and data-driven operations under Troon’s proven management model. Central to this approach is enhancing course quality, upgrading the driving range and irrigation systems, and implementing a robust player development program through the Kyle Berkshire Academy and certified PGA/LPGA instruction. Growth will be driven by increased rounds, yield optimization, new membership and instructional revenue streams, and destination-level events that boost visibility and community engagement. Leveraging Troon’s national marketing, loyalty, and customer analytics platforms, Forest Lake will sustain long-term participation and revenue growth while positioning itself as a modern, inclusive, and high-performing municipal golf destination
High Level Description of plans for food and beverage operations by Year (bulleted)	While term restrictions and the significant capital required limit immediate investment in a new clubhouse and restaurant, Ocoee Golf Holdings will explore all available sources of capital funds to evaluate the feasibility of future clubhouse development. In the interim, our F&B strategy emphasizes leveraging modern kitchen FF&E to produce elevated, diverse offerings that enhance the guest experience and improve operational efficiency. The expanded patio and food truck area will serve as a lively, inviting social hub—creating an approachable, community-driven environment that complements the reimagined driving range and overall energy of Forest Lake Golf Club.

CAPITAL IMPROVEMENT PLAN

Ocoee Golf Holdings, LLC has developed a comprehensive Capital Improvement Plan focused on both foundational infrastructure upgrades and high-impact, revenue-generating enhancements designed to reposition Ocoee National Golf Course as the future Ocoee National Golf Club. We are committed to implementing a core capital program **totaling \$5.35 million within the first 24 months of the Lease term**, addressing critical improvements to the golf course, practice facility, maintenance infrastructure, and clubhouse. These investments are designed to elevate the facility's condition, guest experience, and long-term financial sustainability. In addition to this baseline commitment, we have identified a broader list of **aspirational improvements**—projects that would further enhance the destination but are not included in our initial capital outlay. These potential future investments will be pursued through strategic fundraising efforts, including the solicitation of grants, private donations, sponsorships, and community partnerships. Through this phased and responsible approach, Ocoee Golf Holdings is prepared to deliver both immediate upgrades and long-term transformational impact.

Below is a summary of the anticipated capital investment projects:

1) DRIVING RANGE EXPANSION & RENOVATION

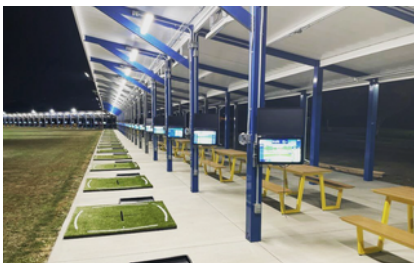
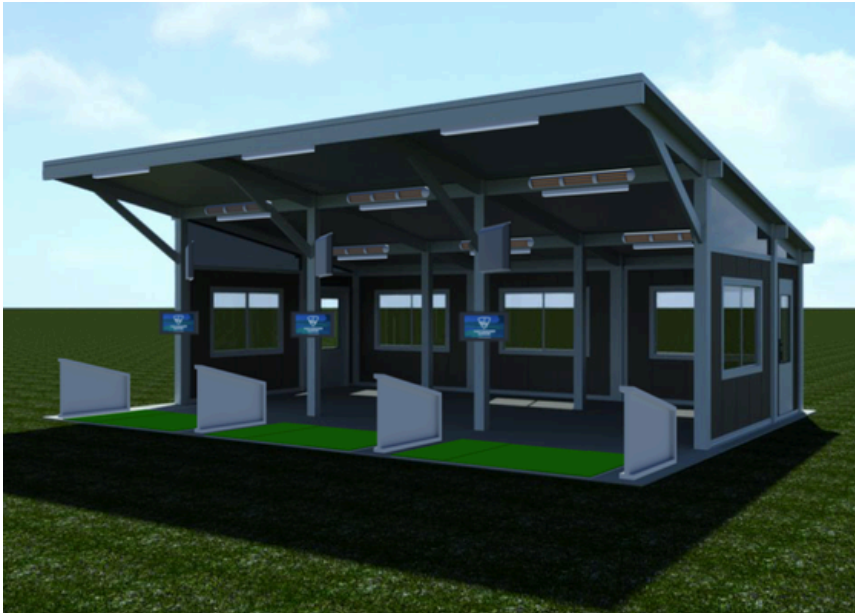
CATEGORY: *Driving Range*

TIMELINE: *Year 1*

COST ESTIMATE: *\$1,200,000*

To elevate the practice facility into a true year-round destination, Ocoee Golf Holdings will add 20 upgraded driving range bays, each equipped with advanced technology, overhead lighting, and comfortable seating to enhance both daytime and evening use. These bays will be designed to support interactive ball-tracking systems and digital game play, appealing to golfers of all skill levels as well as recreational users seeking a more social, engaging experience. The project also includes the installation of new range targets to support instructional programming and player development, as well as an extension of the range netting along the perimeter to ensure safety—particularly along adjacent roadways. These enhancements will transform the driving range into a signature feature of Ocoee National Golf Club, offering a dynamic blend of entertainment and training that drives usage, revenue, and community appeal.





2) CLUBHOUSE PATIO EXPANSION & OUTDOOR F&B ACTIVATION

CATEGORY: *Driving Range & Clubhouse*

TIMELINE: *Year 1*

COST ESTIMATE: \$300,000

To elevate the golfer experience and meet anticipated increases in food and beverage demand, Ocoee Golf Holdings will invest \$300,000 to transform the existing clubhouse patio into a modern, activated outdoor F&B zone. This expanded space will serve as a central hub for casual dining and social gathering, featuring a dedicated food truck pad, modular outdoor bar, upgraded patio seating, and ambient lighting—all designed to create an inviting, flexible environment for golfers and community visitors alike. Strategically located to serve guests on the driving range, making the turn, or relaxing post-round, the space will encourage dwell time and significantly enhance F&B revenue potential.

The project also anticipates necessary upgrades to restroom capacity and ADA-compliant access, ensuring the facility remains inclusive and functional as traffic grows. Beyond its functional benefits, this new social zone will serve as a signature “hang spot” at Ocoee National Golf Club—complementing the technology-driven range experience, hosting events and gatherings, and positioning the facility as a year-round destination for both golf and leisure.



3) NEW IRRIGATION SYSTEM

CATEGORY: *Golf Course*

TIMELINE: *Year 2*

COST ESTIMATE: *\$3,500,000*

A top priority in Ocoee Golf Holdings' capital improvement plan is the complete replacement of the existing irrigation system, with a dedicated investment of \$3.5 million. A modern, efficient irrigation system is essential to improving turf health, playability, and long-term sustainability at Ocoee National Golf Club. The new system will feature state-of-the-art central controls, individual head coverage, and water-saving technologies that allow for precise management of turf conditions across greens, fairways, tees, and roughs. This investment will dramatically improve course conditioning, reduce water usage, and lower long-term maintenance costs—supporting both environmental stewardship and exceptional player experience. In addition, a modern irrigation infrastructure will enhance agronomic flexibility, supporting future course enhancements and ensuring consistent quality year-round.

4) CLUBHOUSE REPAIRS & IMPROVEMENT

CATEGORY: *Clubhouse*

TIMELINE: *Year 1*

COST ESTIMATE: *\$175,000*

CLUBHOUSE ROOF REPAIRS – \$50,000

To address existing water intrusion and preserve the structural integrity of the facility, Ocoee Golf Holdings will allocate \$50,000 to perform targeted roof repairs on the clubhouse. This work will address active leaks, prevent further damage to interior finishes, and ensure the building remains safe, dry, and functional for staff and guests.

CLUBHOUSE INTERIORS REFRESH – \$125,000

In tandem with structural repairs, an additional \$125,000 will be invested in a cosmetic interior refresh of the clubhouse to elevate the overall guest experience. This includes new carpeting, updated furniture, fixtures, and equipment (FF&E), and minor layout enhancements to create a more welcoming and functional environment. These upgrades are designed to align the interior atmosphere with the elevated outdoor amenities and practice areas, reinforcing a cohesive, modern brand identity throughout Ocoee National Golf Club.

5) NEW FLEET OF MAINTENANCE EQUIPMENT

CATEGORY: *Golf Course*

TIMELINE: *Year 1*

COST ESTIMATE: *\$1,500,000 - Operational Expense*

Ocoee Golf Holdings will invest \$1.5 million in a new, state-of-the-art fleet of maintenance equipment to support the ongoing care and operational excellence of Ocoee National Golf Club. This upgraded fleet will include modern mowers, utility vehicles, turf care machinery, and specialized equipment designed to improve efficiency, enhance turf quality, and reduce downtime. By equipping the maintenance team with advanced tools and technology, the club will ensure superior course conditions year-round, optimize labor productivity, and support sustainable agronomic practices critical to the long-term success of the facility. This new maintenance equipment fleet will be acquired through an operating lease financed over a 60-month term, allowing for manageable capital expenditures while ensuring the latest technology and equipment remain in use throughout the lease period.

FUTURE CAPITAL PROJECTS - TO BE CONSIDERED

In addition to the committed \$5.25 million capital improvement plan, Ocoee Golf Holdings has identified a series of future enhancement projects that will further elevate Ocoee National Golf Club to a superior competitive and recreational level. These projects are contingent upon securing additional funding beyond the baseline capital commitment and are intended to drive continued facility improvement, player experience, and long-term value.

To incentivize additional investment, Ocoee Golf Holdings proposes that for each incremental \$1 million invested above the initial \$5.25 million, the lease agreement term will be automatically extended by four years, providing mutual benefit and a strong alignment of interests for long-term facility stewardship.

Potential future projects under consideration include:

- Greens replacement and renovation
- Maintenance facility expansion
- Wash station installation
- Bunker restoration and redesign
- Course-wide drainage improvements
- Regrassing of tees, fairways, and rough areas
- New tee construction
- Cart path repairs and upgrades

These projects will be prioritized based on available capital and operational needs, and will be pursued through a combination of grants, sponsorships, private donations, and reinvested revenues. Ocoee Golf Holdings remains committed to transparently evaluating and implementing these enhancements to ensure Ocoee National remains a premier golf destination.

PROPOSED CAPITAL IMPROVEMENTS
FOREST LAKE GOLF COURSE



Description	CATEGORY	YEAR	COST	1	2	3	4	5	6	7	8	9	10	Total
				2026 Capital Projects	2027 Capital Projects	2028 Capital Projects	2029 Capital Projects	2030 Capital Projects	2031 Capital Projects	2032 Capital Projects	2033 Capital Projects	2034 Capital Projects	2035 Capital Projects	Capital Projects
Annual Capital Reserve	3.50%		\$845,236	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,278	\$ 165,248	\$ 169,316	\$ 173,397	\$ 175,998	\$ 845,236
Cumulative ACR				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,278	\$ 326,526	\$ 495,841	\$ 669,238	\$ 845,236	
Maintenance / Course Projects														
Start Up Equipment		1	\$100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Range Structure & Technology		1	\$1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
Food Truck, & Outside Bar		1	\$175,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Patio Expansions		1	\$200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
New Irrigation System		2	\$3,500,000	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000
Clubhouse Roof		1	\$50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Clubhouse Interior Updates		1	\$125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total Maintenance / Course Projects			\$5,350,000	\$ 1,850,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,350,000
Cumulative Maintenance / Course Projects				\$ 1,850,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	
				\$ (1,850,000)	\$ (5,350,000)	\$ (5,350,000)	\$ (5,350,000)	\$ (5,350,000)	\$ (5,188,722)	\$ (5,023,474)	\$ (4,854,159)	\$ (4,680,762)	\$ (4,504,764)	
Total Proposed Capital			\$5,350,000	\$ 1,850,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 161,278	\$ 165,248	\$ 169,316	\$ 173,397	\$ 175,998	\$ 6,195,236
Cumulative Proposed Capital			\$267,500	\$ 1,850,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,511,278	\$ 5,676,526	\$ 5,845,841	\$ 6,019,238	\$ 6,195,236	

OCOE GOLF HOLDINGS



PROPOSED TERMS & EXCEPTIONS

CONSIDERATIONS & STRUCTURE

Ocoee Golf Holdings, LLC (OGH) proposal is structured as a Lease Agreement between OGH and the City, covering the management, operation, and financial responsibility of Ocoee National. OGH will subcontract with Troon to provide complete turn-key management including, golf operations, F&B operations, golf course and facility maintenance, marketing and promotion, general and administrative functions, operating budgeting, employee hiring and training, capital project recommendations/execution, and financial management and reporting. All employees would be employees of Troon. OGH shall pay the City a Base Fee, a Gross Revenues Fee (based upon percentages of Greens Fees, Cart Fees, and Membership / Card Holder Revenues over a defined threshold) and contribute annually to a Capital Improvement Fund for the sole and exclusive right to manage, direct and use of the facility.

This structure best aligns the interests of OGH and the City. The structure promotes the growth of rounds and gross revenues for the benefit of Ocoee National and would provide both OGH and the City financial incentive for increased revenues and more efficient operations. OGH is dedicated to the goals of achieving the financial and community/recreational goals of the City. OGH remains open to discussion about alternative structures, and ultimately is committed to developing the most advantageous long-term partnership for both the City and OGH. OGH reserves the right to engage in discussions with the City with respect to this Response and Bid Proposal.

PROPOSED TERM: Ten (10) years, two five (5) year extension at the sole discretion of OGH.

BASE FEE: OGH will pay the Town an Annual Base Fee of \$0 per annum in years 1-5, \$100,000 per annum in years 6-10, and if extended, \$150,000 per annum in years 11-15, and \$200,000 per annum in years 16-20. The Annual Base Fee shall be paid in twelve equal installments.

REVENUE SHARE: OGH shall pay to the Town a revenue share ("Revenue Share") of Gross Golf Revenues, Gross Food & Beverage Revenues and Gross Other Revenues (as defined below) equal to a certain percent that exceed the annual thresholds ("Annual Thresholds") for the 2025 Calendar Year Revenues for Ocoee National as described below:

a. Gross Golf Revenues - Fifteen percent (15%) of Gross Golf Revenues that exceed an Annual Threshold of One Million and Eight Hundred Thousand Dollars (\$1,800,000) but are less than or equal to Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000), and Thirty Five percent (35%) of Gross Golf Revenues that exceed an Annual Threshold of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000). "Gross Golf Revenue" means gross receipts from green fees, cart fees, and membership / loyalty card holder fees.

b. Revenue Share thresholds above shall increase annually two- and one-half percent (2.5%).

c. Golf Instruction, Driving Range, Food & Beverage, and Clinic/Camp Revenue shall not be calculated in revenue share fees to the City.

d. Revenue Share amounts will be paid no later than May 31st of the following Year.

STRUCTURE:

OGH shall remain solely responsible for all obligations of the agreement and the City shall have full recourse to OGH for any liabilities caused by this entity. All employees at Ocoee National shall be Troon employees and will work exclusively for the benefit of Ocoee National. Troon and OGH will retain exclusive right to hire and terminate employees.

COURSE OPERATION:

All operating expenses of Ocoee National shall be the responsibility of OGH. OGH will execute an Operating Lease for the golf carts and maintenance equipment with funds inside of the operational budget.

GOLF CARTS:

OGH will procure a new golf cart fleet at Ocoee National in Year 1 with the anticipation of replacing the fleets via lease in Year 1. Troon has assumed the replacement of the fleets no later than every 5 years.

**FF&E AND
MAINTENANCE
EQUIPMENT:**

OGH will procure a new maintenance equipment and FF&E at Ocoee National in Year 1 with the anticipation of supplementing necessary items as needed. OGH will retain all ownership of the equipment and FF&E at the remainder of the term.

**GREEN FEE /
CART RATES:**

OGH shall have sole discretion to set greens fees and cart fees, provided that a resident rate shall be established and made available to all customers who present valid proof of residency within the City of Ocoee. Such resident rates shall be submitted to the City annually for review and approval.

**CAPITAL
IMPROVEMENTS:**

In addition to the Base Fee and Revenue Share payments, OGH shall make an Initial Capital Investment up to \$5.35M within the first 24-months of the contract term. Beyond this, **beginning in Year 5 and continuing thereafter**, OGH will deposit three and one half percent (3.5%) of Gross Revenues into an Annual Capital Reserve (“CIF”). The amounts in the CIF shall be strictly used for Capital Improvements to the Premises upon mutual agreement by both parties. Capital Improvements shall mean all projects, building systems and all improvements, repairs or replacements to the buildings and golf course (including pump stations and irrigation systems) of Ocoee National which have an expected useful life of a period of three (3) years or more and which cost in excess of Five Thousand Dollars (\$5,000). OGH’s responsibility for Capital Improvements is limited to the Initial Capital Investment and the balance in the CIF. Capital Reserve payments will be deposited into the CIF before May 31st of following Year.

**ADDITIONAL
CAPITAL:**

While not required, OGH may elect to invest capital into Ocoee National beyond the initial \$5.35M for benefit of the facility. For every \$1M additional capital invested, the lease agreement shall automatically extend by four (4) contract years.

**EXISTING
INVENTORY:**

OGH is not mandated to buyout existing pro shop and food & beverage inventory, but may have the opportunity to do so if desired.

**OUTSTANDING
CREDITS, DEPOSITS
& EVENTS:**

OGH shall be paid the full amount of all outstanding gift cards and gift certificates in January 2026. Any outstanding rainchecks that are redeemed in 2026 and beyond shall be reimbursed to OGH within 30 days. Any outstanding deposits for events in 2026 and beyond shall be paid to OGH in January 2026. OGH shall be provided a list of all contracted events for 2025 and beyond.

TERMINATION:

If the agreement is terminated for any reason, OGH shall be paid the unamortized (20-Year term) amount of the Initial Capital Investment of \$5.35M.

PHASE I / PCA:

OGH shall contract for a Phase I and Property Condition Assessment for all Verticals, Pump Station, and Parking Lots prior to commencement date.

ADDITIONAL TERMS

1. 99-Year Ground Lease for New Multi-Use Facilities

We propose the development of a new, permanent structure on the Ocoee National Golf Club property. This facility would be privately funded and constructed by our team and would include the following:

- A full-service restaurant (as requested by the City)
- A modern Pro Shop (essential to golf operations)
- Dedicated event and banquet space for weddings, tournaments, and functions
- Facilities for the LPGA Hall of Fame and related exhibits
- A high-performance golf training center
- Potential office and administrative space
- Potential hospitality component (e.g., boutique golf hotel or short-stay lodge)

In order to finance and justify this capital-intensive development, we respectfully request a **99-year ground lease** on the footprint of this development site. This lease would provide long-term security for the investment while ensuring the facility remains a lasting public benefit.

Additional Points:

- Should OGH not maintain an operational lease of the golf course, the City would lease back the Pro Shop (and optionally the restaurant) under commercially reasonable terms, since these are core components of the golf operation which the City retains ownership of.
- We would also construct a separate golf equipment storage facility in support of ongoing operations. This structure would likewise be subject to a ground lease, with rent paid by the City to our operating entity through the term of the master lease or until termination.

2. Contingency Clause Regarding Dynasty Sports Complex

We understand that part of the City's anticipated growth in tourism and golf activity is tied to the proposed Dynasty Sports Complex, which is expected to drive substantial foot traffic and regional economic activity.

Given that our development model and revenue assumptions are closely tied to the projected success of this facility, we respectfully request the inclusion of a performance contingency clause in the agreement:

- If the Dynasty Sports Complex is not completed and operational within 24 months from the execution of our agreement, we shall have the option to reduce our financial and/or operational commitments under the RFP by a defined and material amount.
- This clause is necessary to ensure alignment between projected tourism growth and our proposed investment. Without the increased volume that the complex is expected to generate, the overall economics of the project change substantially.



Forest Lake Golf Club

10521 Clarcona Ocoee Rd, Apopka, FL 32703



20 YEAR OPERATING PROFORMA

ROUNDS	54,750	44,938	57,488	60,362	62,173	62,794	63,422	64,057	64,697	64,697	599,377
YEAR	1	2	3	4	5	6	7	8	9	10	10 YEAR TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
REVENUES											
Greens Fees	\$ 1,180,762	\$ 893,602	\$ 1,413,373	\$ 1,558,243	\$ 1,653,140	\$ 1,711,413	\$ 1,754,455	\$ 1,798,580	\$ 1,843,814	\$ 1,871,472	\$ 15,678,855
Cart Fees	\$ 396,375	\$ 309,068	\$ 525,861	\$ 579,762	\$ 615,069	\$ 636,750	\$ 652,764	\$ 669,181	\$ 686,011	\$ 696,302	\$ 5,767,144
Driving Range	\$ 292,563	\$ 425,027	\$ 691,179	\$ 762,025	\$ 808,432	\$ 836,929	\$ 857,978	\$ 879,556	\$ 901,677	\$ 915,202	\$ 7,370,568
Pro Shop Sales	\$ 164,250	\$ 136,835	\$ 177,675	\$ 189,357	\$ 197,964	\$ 202,942	\$ 208,046	\$ 213,279	\$ 218,643	\$ 221,922	\$ 1,930,913
Food (Food & Soft Drinks)	\$ 206,650	\$ 247,702	\$ 273,620	\$ 291,610	\$ 304,864	\$ 312,531	\$ 320,391	\$ 328,449	\$ 336,709	\$ 341,760	\$ 2,963,636
Beverages (Alcohol)	\$ 262,650	\$ 315,820	\$ 348,865	\$ 371,803	\$ 388,701	\$ 398,477	\$ 408,499	\$ 418,772	\$ 429,305	\$ 435,744	\$ 3,778,636
Other Food & Beverage Revenue	\$ 20,000	\$ 16,662	\$ 26,565	\$ 28,312	\$ 29,598	\$ 30,343	\$ 31,106	\$ 31,888	\$ 32,690	\$ 33,181	\$ 280,345
Other Golf Revenues (club rental, handicap, locker, bag storage)	\$ 49,250	\$ 49,250	\$ 50,481	\$ 51,743	\$ 52,778	\$ 53,834	\$ 54,910	\$ 56,009	\$ 56,849	\$ 57,701	\$ 532,806
Clinic / School Revenue	\$ 70,000	\$ 108,500	\$ 181,738	\$ 186,281	\$ 190,007	\$ 193,807	\$ 197,683	\$ 201,636	\$ 204,661	\$ 207,731	\$ 1,742,043
Membership Fees	\$ 211,250	\$ 211,250	\$ 216,531	\$ 221,945	\$ 226,383	\$ 230,911	\$ 235,529	\$ 240,240	\$ 243,843	\$ 247,501	\$ 2,285,384
Misc. Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 2,853,100	\$ 2,713,716	\$ 3,905,887	\$ 4,241,080	\$ 4,466,936	\$ 4,607,938	\$ 4,721,363	\$ 4,837,591	\$ 4,954,203	\$ 5,028,516	\$ 42,330,329
% increase		-5%	44%	9%	5%	3%	2%	2%	2%	1%	
COST OF SALES*											
COGS - Instruction	\$ 59,500	\$ 92,225	\$ 154,477	\$ 158,339	\$ 161,506	\$ 164,736	\$ 168,030	\$ 171,391	\$ 173,962	\$ 176,571	\$ 1,480,737
COGS - Pro Shop Merch.	\$ 111,690	\$ 93,048	\$ 120,819	\$ 128,763	\$ 134,615	\$ 138,001	\$ 141,472	\$ 145,030	\$ 148,677	\$ 150,907	\$ 1,313,021
COGS - Food (food and soft drinks)	\$ 71,997	\$ 71,997	\$ 86,572	\$ 95,630	\$ 101,918	\$ 106,550	\$ 109,230	\$ 111,977	\$ 114,793	\$ 117,680	\$ 988,343
COGS - Beverage (alcohol)	\$ 62,315	\$ 62,315	\$ 74,930	\$ 82,770	\$ 88,212	\$ 92,221	\$ 94,541	\$ 96,918	\$ 99,356	\$ 101,855	\$ 855,432
TOTAL COST OF SALES	\$ 305,502	\$ 319,585	\$ 436,798	\$ 465,502	\$ 486,251	\$ 501,508	\$ 513,272	\$ 525,316	\$ 536,788	\$ 547,013	\$ 4,637,533
GROSS INCOME	\$ 2,547,598	\$ 2,394,131	\$ 3,469,089	\$ 3,775,578	\$ 3,980,686	\$ 4,106,430	\$ 4,208,091	\$ 4,312,276	\$ 4,417,415	\$ 4,481,503	\$ 37,692,796
LABOR*											
Increase >>											
Golf Operations Labor	\$ 278,250	\$ 286,598	\$ 295,196	\$ 304,051	\$ 313,173	\$ 322,568	\$ 332,245	\$ 342,213	\$ 352,479	\$ 363,053	\$ 3,189,826
General and Administrative Labor	\$ 115,000	\$ 118,450	\$ 122,004	\$ 125,664	\$ 129,434	\$ 133,317	\$ 137,316	\$ 141,435	\$ 145,679	\$ 150,049	\$ 1,318,346
Golf Course Maintenance Labor	\$ 478,140	\$ 492,484	\$ 507,258	\$ 522,476	\$ 538,150	\$ 554,295	\$ 570,924	\$ 588,051	\$ 605,693	\$ 623,864	\$ 5,481,335
Food and Beverage Labor	\$ 142,898	\$ 147,185	\$ 151,601	\$ 156,149	\$ 160,833	\$ 165,658	\$ 170,628	\$ 175,747	\$ 181,019	\$ 186,450	\$ 1,638,169
Total Direct Labor	\$ 1,014,286	\$ 1,044,717	\$ 1,076,058	\$ 1,108,340	\$ 1,141,590	\$ 1,175,838	\$ 1,211,113	\$ 1,247,446	\$ 1,284,870	\$ 1,323,416	\$ 11,627,676
Total Payroll Taxes	\$ 91,286	\$ 94,025	\$ 96,845	\$ 99,751	\$ 102,743	\$ 105,825	\$ 109,000	\$ 112,270	\$ 115,638	\$ 119,107	\$ 1,046,491
Total Medical/Health Benefits	\$ 73,906	\$ 76,123	\$ 78,407	\$ 80,759	\$ 83,182	\$ 85,678	\$ 88,248	\$ 90,895	\$ 93,622	\$ 96,431	\$ 847,252
Insurance - Workers Comp	\$ 11,316	\$ 18,283	\$ 18,831	\$ 19,396	\$ 19,978	\$ 20,577	\$ 21,194	\$ 21,830	\$ 22,485	\$ 23,160	\$ 197,050
TOTAL LABOR	\$ 1,190,796	\$ 1,233,147	\$ 1,270,142	\$ 1,308,246	\$ 1,347,493	\$ 1,387,918	\$ 1,429,555	\$ 1,472,442	\$ 1,516,615	\$ 1,562,114	\$ 13,718,468
Labor as % of Revenue	42%	45%	33%	30%	30%	30%	30%	30%	31%	31%	32%
Labor Burden %	17%	18%	18%	18%	18%	18%	18%	18%	18%	18%	
OTHER OPERATIONAL EXPENSES*											
Increase >>											
Golf Operations Expense	\$ 41,750	\$ 43,003	\$ 43,003	\$ 44,293	\$ 45,621	\$ 46,990	\$ 48,400	\$ 49,852	\$ 51,347	\$ 52,888	\$ 467,145
General & Administrative Expense	\$ 327,423	\$ 337,245	\$ 337,245	\$ 347,363	\$ 357,783	\$ 368,517	\$ 379,572	\$ 390,960	\$ 402,688	\$ 414,769	\$ 3,663,566
Golf Course Maintenance Expense	\$ 317,140	\$ 326,654	\$ 376,654	\$ 387,953	\$ 399,592	\$ 411,580	\$ 423,927	\$ 436,645	\$ 449,744	\$ 463,237	\$ 3,993,125
Food and Beverage Expense	\$ 41,900	\$ 43,157	\$ 43,157	\$ 44,452	\$ 45,785	\$ 47,159	\$ 48,574	\$ 50,031	\$ 51,532	\$ 53,078	\$ 468,824
Sales and Marketing Expense	\$ 25,485	\$ 26,250	\$ 27,037	\$ 27,848	\$ 28,684	\$ 29,544	\$ 30,430	\$ 31,343	\$ 32,284	\$ 33,252	\$ 292,157
Golf Cart Lease - Tied to Lease Tab	\$ 74,100	\$ 74,100	\$ 74,100	\$ 74,100	\$ 74,100	\$ 88,920	\$ 88,920	\$ 88,920	\$ 88,920	\$ 88,920	\$ 815,100
Equipment Leases - Tied to Lease Tab	\$ 306,882	\$ 306,882	\$ 306,882	\$ 306,882	\$ 306,882	\$ 306,882	\$ 153,441	\$ 153,441	\$ 153,441	\$ 153,441	\$ 2,455,057
Start-up Equipment - Tied to Lease Tab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - G&L	\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259	\$ 20,867	\$ 21,493	\$ 22,138	\$ 22,802	\$ 23,486	\$ 206,350
TOTAL OTHER OPERATIONAL EXPENSES	\$ 1,152,679	\$ 1,175,830	\$ 1,227,174	\$ 1,252,560	\$ 1,278,707	\$ 1,320,459	\$ 1,194,757	\$ 1,223,329	\$ 1,252,758	\$ 1,283,070	\$ 12,361,323
TOTAL EXPENSES	\$ 2,343,475	\$ 2,408,977	\$ 2,497,315	\$ 2,560,805	\$ 2,626,200	\$ 2,708,377	\$ 2,624,313	\$ 2,695,771	\$ 2,769,374	\$ 2,845,184	\$ 26,079,791
EBITDAR	\$ 204,123	\$ (14,846)	\$ 971,774	\$ 1,214,773	\$ 1,354,486	\$ 1,398,053	\$ 1,583,778	\$ 1,616,504	\$ 1,648,042	\$ 1,636,319	\$ 11,613,005
CUMULATIVE EBITDAR	\$ 204,123	\$ 189,277	\$ 1,161,050	\$ 2,375,823	\$ 3,730,309	\$ 5,128,362	\$ 6,712,140	\$ 8,328,644	\$ 9,976,686	#####	
OPERATING MARGIN	7%	-1%	25%	29%	30%	30%	34%	33%	33%	33%	
THRESHOLD RENT PAYMENTS											
Rent - Base Fee Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Rent - Golf Revenue Share Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,738	\$ 114,125	\$ 120,747	\$ 127,189	\$ 594,679
GF, Carts, Memberships/Cards		Initial \$1,800,000 15.0%									
		Second \$2,250,000 35.0%									
TOTAL RENT TO CITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,738	\$ 214,125	\$ 220,747	\$ 227,189	\$ 224,879	\$ 1,094,679
CUMULATIVE RENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,738	\$ 421,863	\$ 642,610	\$ 869,800	\$ 1,094,679	
% OF EBITDA	0%	0%	0%	0%	0%	15%	14%	14%	14%	14%	9%
OTHER EXPENSE / DEBT SERVICE											
Capital Projects / Capital Reserve	\$ 1,850,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 161,278	\$ 165,248	\$ 169,316	\$ 173,397	\$ 175,998	\$ 6,195,236
Cumulative Capital Reserve	\$ 1,850,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,511,278	\$ 5,676,526	\$ 5,845,841	\$ 6,019,238	\$ 6,195,236	
EBITDA	\$ (1,645,877)	\$ (3,514,846)	\$ 971,774	\$ 1,214,773	\$ 1,354,486	\$ 1,029,038	\$ 1,204,405	\$ 1,226,442	\$ 1,247,455	\$ 1,235,442	\$ 4,323,090
CUMULATIVE EBITDA	\$ (1,645,877)	\$ (5,160,723)	\$ (4,188,950)	\$ (2,974,177)	\$ (1,619,691)	\$ (590,653)	\$ 613,751	\$ 1,840,193	\$ 3,087,648	\$ 4,323,090	
% OF EBITDA	-806%	-23575%	100%	100%	100%	74%	76%	76%	76%	76%	37%
1	2	3	4	5	6	7	8	9	10		
2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
TOTAL VALUE TO TOWN (RENT + CAPITAL)	\$ 1,850,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 369,016	\$ 379,373	\$ 390,063	\$ 400,587	\$ 400,877	\$ 7,289,915
CUMULATIVE VALUE TO TOWN	\$ 1,850,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,350,000	\$ 5,719,016	\$ 6,098,389	\$ 6,488,451	\$ 6,889,038	\$ 7,289,915	
ANNUAL RENT+CAPITAL % OF EBITDAR	906%	-23575%	0%	0%	0%	26%	24%	24%	24%	24%	63%
CUMULATIVE RENT + CAPITAL % OF CUMULATIVE EBITDAR	906%	2827%	461%	225%	143%	112%	91%	78%	69%	63%	

Prepared by



DATE OF ISSUANCE

Friday, August 1, 2025

Stokych, Olena

From: Leah Lucier <Leah@stoneybrookwestgolfclub.com>
Sent: Wednesday, October 15, 2025 4:53 PM
To: Stokych, Olena
Cc: Tolbert, Joyce; Rocky Hodge
Subject: RFP #25-006 Lease and Operation of the Forest Lake Golf Club - Tamarack Golf Management LLC
Attachments: RFP #25-006 - Tamarack Golf Management LLC Pre-Interview Response.pdf

Good evening,
Please find attached the full pre-interview response for Tamarack Golf Management, LLC.

Thank you,
Leah



Leah Lucier

*Event Coordinator
Marketing Manager*

Call or Text: 689-276-7602

Email: leah@stoneybrookwestgolfclub.com

Web: stoneybrookwestgolfclub.com

Address: 15501 Towne Commons Blvd, Winter Garden, FL

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Forest Lake Golf Course - 5 Year Budget Forecast

Forest Lake Golf Course - 5 Year Budget Forecast - all cells to Be Completed By Proposer

Company Name: Tamarack Golf Management, LLC

Basis for compensation/rent	2026	2027	2028	2029	2030	Totals
	50,000 - Due to closure 3 months June - Sept for course renovation					
Projected Rounds of Golf		65,000	67,500	70,000	70,000	
Income						
Green Fees (current avg = \$43)	\$ 2,450,000.00	\$ 3,185,000.00	\$ 3,307,500.00	\$ 3,430,000.00	\$ 3,430,000.00	\$ 15,802,500.00
Cart Fees						
Merchandise Sales	\$ 125,000.00	\$ 175,000.00	\$ 200,000.00	\$ 300,000.00	\$ 375,000.00	\$ 1,175,000.00
Driving Range based on proposers plan to expand/increase revenue <i>(Renovation late summer 2026)</i>	\$ 180,000.00	\$ 350,000.00	\$ 425,000.00	\$ 600,000.00	\$ 750,000.00	\$ 2,305,000.00
Food / Beverage Sales	\$ 600,000.00	\$ 1,000,000.00	\$ 1,125,000.00	\$ 1,500,000.00	\$ 2,000,000.00	\$ 6,225,000.00
Outside Facility Rental/Events						\$ -
Other						\$ -
Other						\$ -
Other						\$ -
Total Income	\$ 3,355,000.00	\$ 4,710,000.00	\$ 5,057,500.00	\$ 5,830,000.00	\$ 6,555,000.00	\$ 25,507,500.00
Total Cost of Goods Sold	\$ 193,500.00	\$ 327,400.00	\$ 357,300.00	\$ 473,200.00	\$ 582,200.00	\$ 1,933,600.00
GROSS PROFIT	\$ 3,161,500.00	\$ 4,382,600.00	\$ 4,700,200.00	\$ 5,356,800.00	\$ 5,972,800.00	\$ 23,573,900.00
Expenses						
Golf Operations	\$ 625,000.00	\$ 775,000.00	\$ 825,000.00	\$ 875,000.00	\$ 920,000.00	\$ 4,020,000.00
Total Golf Maintenance	\$ 857,500.00	\$ 895,000.00	\$ 945,000.00	\$ 990,000.00	\$ 1,040,000.00	\$ 4,727,500.00
Total Food & Beverage	\$ 360,000.00	\$ 600,000.00	\$ 675,000.00	\$ 900,000.00	\$ 1,200,000.00	\$ 3,735,000.00
Total General & Administration	\$ 475,000.00	\$ 550,000.00	\$ 625,000.00	\$ 650,000.00	\$ 675,000.00	\$ 2,975,000.00
Total Expenses	\$ 2,317,500.00	\$ 2,820,000.00	\$ 3,070,000.00	\$ 3,415,000.00	\$ 3,835,000.00	\$ 15,457,500.00
NET INCOME	\$ 844,000.00	\$ 1,562,600.00	\$ 1,630,200.00	\$ 1,941,800.00	\$ 2,137,800.00	\$ 8,116,400.00

Forest Lake Golf Course - 5 Year Budget Forecast

Compensation and Rent/revenue share Structure						
Guaranteed Annual Base Rent (1st year - an additional \$5.5 million paid on 1/1/2026. Plus guaranteed \$180,000 or 40% [whichever is higher])	\$ 5,680,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 6,400,000.00
Additional or Alternative Rent (If Applicable) on Total Income (TI), <u>Net Income (NI)</u> or "Golf only revenue" income(GO) (Specify) (1st year - an additional \$5.5 million paid on 1/1/2026. Plus guaranteed \$180,000 or 40% [whichever is higher])	\$ 5,837,600.00	\$ 625,040.00	\$ 652,080.00	\$ 582,540.00	\$ 641,340.00	\$ 8,338,600.00
Revenue Share calculation per your proposal based on projected revenues	40% of net profit	40% of net profit	40% of net profit	30% of net profit & Hotel - \$5 per occupied room per night. (Based on 70% occupancy)	30% of net profit & Hotel - \$5 per occupied room per night. Based on 75% occupancy in 2030	
Other Source(s) per proposal - be specific and clear [Starting in 2029: Hotel - \$5 per occupied room per night. Based on 70% occupancy in 2029 and 75% in 2030]				\$ 191,625.00	\$ 209,875.00	\$ 401,500.00
Percentage % of Rent Paid on Golf Only Revenue						\$ -
TOTAL \$ RENT w/revenue share and or % based on proposers formula	\$5,680,000 OR \$5,837,600+	\$180,000 OR \$625,040+	\$180,000 OR \$652,080+	\$371,625+ OR \$774,165+	\$389,875+ OR \$851,215+	\$6,801,500+ to \$8,740,100+

Forest Lake Golf Course - 5 Year Budget Forecast

Capital Investment Plan and Proof of Financing						
Capital Investment \$ Amount by Year	\$ 2,500,000.00	\$ 26,500,000.00	\$35,000,000 - \$50,000,000	\$ 1,000,000.00		\$64,000,000 - \$79,000,000
Detailed Scope of Investment by Year (bullets)	Reconstruct greens and driving range	Relocate/construct 2 new holes and finish construction on all other tie-in holes & start of hotel and retail construction	Complete hotel & retail development	Complete all finishings of full venue		Golf, Hotel & Retail Development
Financial Capacity - provide a certified bank letter verifying proof of funds associated with all financial commitments outlined in proposal. For each year, indicate amount of capital to be invested.	Attached letter	Attached letter				
Total Annual Contribution to Future Capital Fund	\$ 2,500,000.00	\$ 26,500,000.00	\$35,000,000 - \$50,000,000	\$ 1,000,000.00	\$ -	\$64,000,000 - \$79,000,000
TOTAL RENT and FUTURE CAPITAL CONTRIBUTION	\$8,180,000 to \$8,337,600+	\$26,680,000 to \$27,125,040+	\$35,180,000 to \$50,652,080+	\$1,371,625+ to \$1,774,165+	\$389,875+ to \$851,215+	\$71,801,500 to \$88,740,110+
High Level Golf Course, Golf Program and Community Venue Growth Business Plan by Year (bulleted)	*High School Home Course *Start Academy for Groups, Ladies, Men, Juniors, and Kids	*Moonlight Pro Tour *Florida Pro Tour *International Promoting Golf Events	*Stay & Play Golf Events and Groups	*Grow Large Charity Events *Grow and Market Large Golf Tournaments (120-140 players)	*Continue to Grow and Market Golf Tournaments, and Stay & Play Packages With Expansion of Reach (Across State and International)	
High Level Description of plans for food and beverage operations by Year (bulleted)	*New Menu *New Dinnerware *Themed Dinners	*Golf Events for 120-130 player with Buffet included	*Hotel Open *Multiple Restaurant Locations *Tax Impacts *Market to Larger Events (Weddings, Charity, Community, Etc.)	*Concerts & Live Music Events *Grow Large Events to Include Food Offerings *Continue to Market Larger Events	*Continue to Grow and Market Events to Include Food Offerings	

TAMARACK GOLF MANAGEMENT, LLC - COMPENSATION AND RENT STRUCTURE

Overview

This memorandum outlines the key financial terms proposed in partnership with the City of Ocoee. The agreement includes initial payments, ongoing financial obligations, and anticipated contributions once the hotel component is completed and operational.

Initial Payments and Investment

- A one-time payment of \$5.5 million will be made to the City of Ocoee on January 1, 2026.
 - A security deposit of \$45,000 will also be paid on January 1, 2026.
 - The total estimated investment for the project is between \$50 million and \$70 million.
-

Ongoing Monthly Payments

Beginning February 1, 2026, Tamarack Golf Management, LLC will remit monthly rent payments equal to the greater of:

- 40% of net profits, or
 - A guaranteed minimum payment of \$15,000 per month.
-

Post-Construction Terms (Hotel Operations)

Upon completion and commencement of hotel operations:

- The City of Ocoee will receive a \$5 fee for each occupied hotel room, based on an estimated 150-room property with an average 70% occupancy rate.
 - Tamarack Golf Management, LLC's profit-sharing obligation will adjust from 40% to 30% of net profits, in addition to the per-room fee outlined above.
-

Tax Contributions

The development is projected to generate annual property tax revenue estimated to be between \$250,000 and \$300,000.

Summary

This agreement represents a substantial financial commitment to the City of Ocoee, ensuring both significant upfront payments and sustainable long-term revenue streams through profit sharing, hotel occupancy fees, and property tax contributions.

TAMARACK GOLF MANAGEMENT, LLC - FIVE-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

Overview

This Five-Year Capital Improvement Plan outlines the phased redevelopment of the existing golf course and clubhouse, followed by the design, construction, and operation of a new destination hotel. The plan ensures continuous use of the existing course while implementing phased improvements to enhance both community and tourism benefits.

Year 1 (2026): Renovation and Modernization

Objective: Renovate and expand the existing golf course and clubhouse while maintaining operations.

Scope of Work:

- First 6-8 months: Expand and modernize clubhouse with 60–70 additional seats, accommodating 120–140 players for tournaments and events.
 - Complete new greens installation and partial redesign of select holes.
 - By late 2026, complete construction of new driving range with modern monitors and high-quality ball-tracking technology
 - Improvements completed within the first 12 months (clubhouse expansion within the first 6 months).
 - Finalize architectural and engineering plans for hotel and retail area.
 - Obtain necessary city permits and approvals for construction.
-

Year 2 (2027): Marketing and Pre-Development Activities / Construction

Commencement

Objective: Launch brand development and marketing, as well as begin construction for the proposed hotel and retail sites.

Scope of Work:

- Develop and execute a “Stay & Play” marketing strategy targeting regional and national golf tourism.
 - Begin construction of hotel infrastructure, guest rooms, and amenities.
 - Begin construction of all retail sites
 - Secure brand partnerships and preliminary booking channels.
-

Year 3 – 4 (2028-2029): Hotel/Retail Sites Completion and Operational Launch

Objective: Complete construction and open the hotel for operations.

Scope of Work:

- End of 2028 – Early 2029: Complete all construction on on-site hotel and retail locations
- Conduct a soft opening, followed by full operation and marketing launch.
- Integrate hotel reservations with golf course packages and events.
- Host inaugural “Stay & Play” tournaments to drive early occupancy.

Year 5 (2030): Optimization and Expansion

Objective: Refine operations and enhance guest experience across golf, hotel, and retail facilities.

Scope of Work:

- Evaluate hotel and course performance metrics to guide reinvestment priorities.
- Expand event programming, dining options, and membership offerings.
- Implement technology and sustainability upgrades.

Summary of Five-Year Investment Plan

Year	Major Milestones	Estimated Capital Cost
Year 1	Golf course and clubhouse renovation	\$8–10 million
Year 2	Marketing strategy and pre-development	\$1–2 million
	Begin construction of hotel and retail sites	\$25–30 million
Year 3–4	Complete and open hotel and retail sites	\$12–15 million
Year 5	Operational optimization and reinvestment	\$3–5 million

Total Estimated Investment: \$50–70 million

Conclusion

The proposed Five-Year Capital Improvement Plan provides a structured roadmap for phased growth of the development project. The plan balances immediate enhancements to existing facilities with long-term expansion into a hotel and tourism-based destination, ensuring steady operational continuity, increased city revenues, and enhanced community engagement.

TAMARACK GOLF MANAGEMENT, LLC - FOOD & BEVERAGE

Overview

As part of the clubhouse renovation in Year 1, the food and beverage (F&B) operations will be comprehensively upgraded to serve as a premier dining and event destination for golfers, hotel guests, and the surrounding community.

Enhancements

- **Seating Expansion:**
The clubhouse will expand by approximately 60–70 seats, increasing total capacity to 120–140. Layout flexibility will accommodate daily dining, tournament groups, and large events.
 - **Service Upgrades:**
Investment in modern dinnerware, glassware, and cutlery will elevate the dining experience to complement the upscale design and expanded menu offerings.
-

Operational Vision

The upgraded F&B program will deliver a blend of casual and upscale hospitality, with an emphasis on flexibility, community engagement, and quality service.

Hours of Operation

- **Extended Hours:**
The restaurant and bar will remain open later into the evenings, creating a social hub for post-round dining, community gatherings, and after-hours events.
 - **On-Course Service:**
Continued beverage cart and snack service during play, with seasonal flexibility for peak golf months.
-

Dining Experience and Themed Programming

- **Daily Service:**
Provide daily service for breakfast, lunch, and dinner featuring locally inspired, seasonal menus with fresh ingredients.
- **Themed Evenings:**
To attract both golfers and community residents, the restaurant will host recurring themed nights, such as:
 - *Taco Tuesdays* with local craft beer pairings
 - *Steakhouse Fridays* featuring prime cuts and live music
 - *Wine & Dine Nights* featuring chef's specials and curated pairings

- **Community and Special Events:**

The expanded venue will host larger gatherings and community events. These events will help establish the clubhouse as a local social landmark, not just a golf amenity.

Bar and Beverage Program

- **Expanded Wine and Spirits Selection:**

The restaurant will showcase a premium wine list, local craft beers, and a curated spirits program emphasizing bourbons, whiskeys, and signature cocktails.

- **Seasonal and Signature Cocktails:**

Rotating specialty drinks and seasonal craft beverages will complement themed nights and promote brand identity.

Event and Catering Capabilities

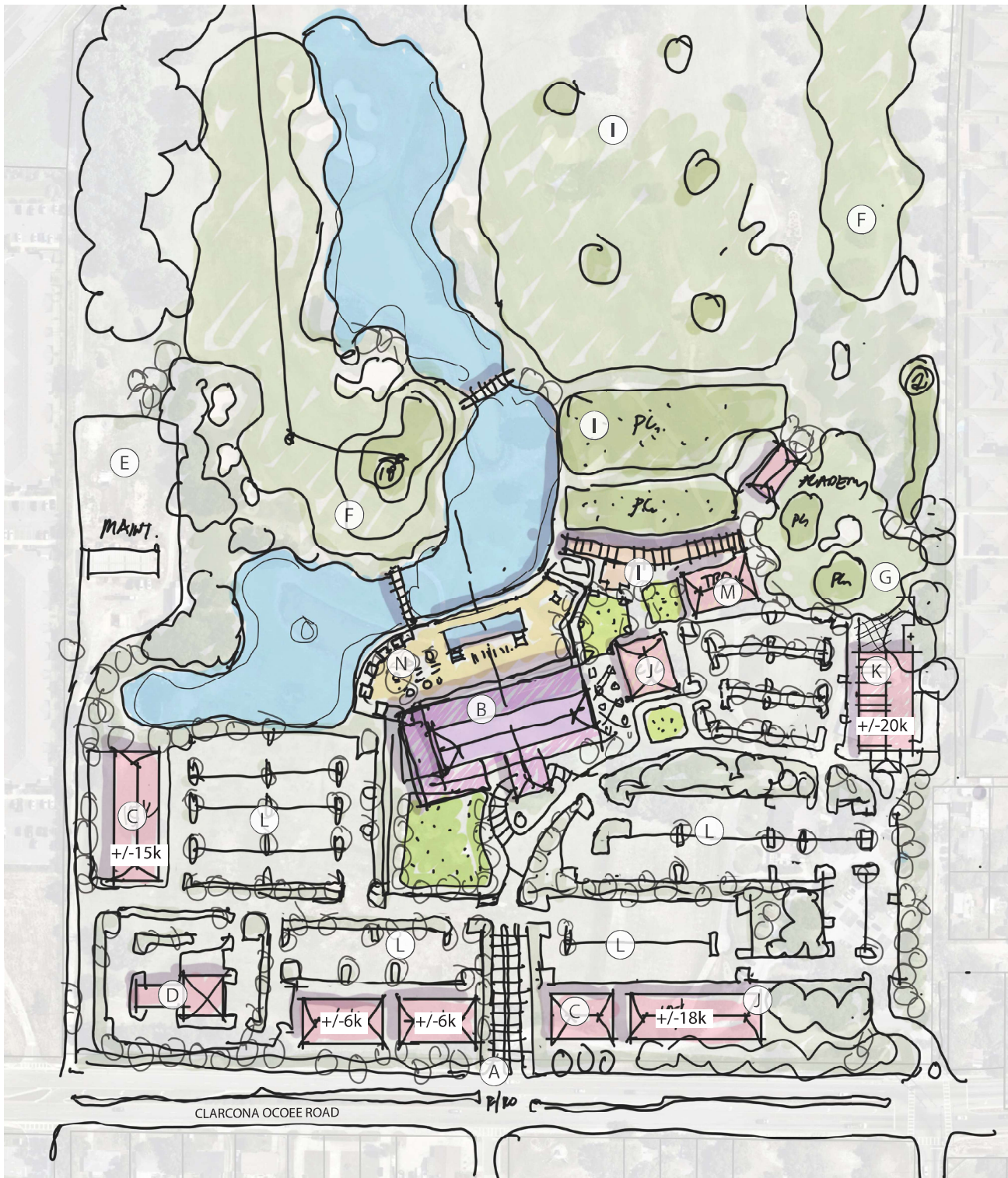
- In-house catering operations will support tournaments, private events, and hotel banquets.
 - Flexible menus will range from buffet service to plated fine dining for up to 140 guests.
 - Future integration with the on-site hotel will enable “Stay, Play, and Dine” packages for traveling golf groups and destination events.
-

Financial and Strategic Impact

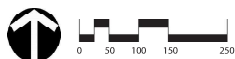
- The expanded F&B operations are projected to increase gross revenue by 35–45% within three years of completion.
 - The enhanced offerings will support higher per-guest spending, extended visitation hours, and improved event revenue.
 - Integration with hotel development (Years 3–5) will further expand revenue through cross-promotion and package sales.
-

Summary

The upgraded food and beverage operations will transform the clubhouse into a vibrant, full-service hospitality center that complements the golf course and future hotel. By offering extended hours, refined dining experiences, themed events, and community-oriented programming, the facility will serve as both a destination and a year-round economic driver for the community of Ocoee.



- | | |
|----------------------------|----------------------------|
| (A) ARRIVAL | (H) PROPOSED BRIDGE |
| (B) HOTEL | (I) TOP TRACER/ RANGE |
| (C) RETAIL/ COMMERCIAL | (J) GOLF CLUBHOUSE |
| (D) BANK SITE - COMMERCIAL | (K) BREWERY/ ENTERTAINMENT |
| (E) MAINTENANCE | (L) SURFACE PARKING |
| (F) HOLE 18/ 1 (NEW) | (M) GRAB 'N' GO - F&B |
| (G) PRACTICE/ SHORT GAME | (N) HOTEL AMENITY |

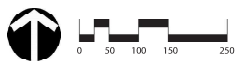


THE PRESERVE AT FOREST LAKE | MASTER SITE PLAN
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THE PRESERVE AT FOREST LAKE | BREWERY

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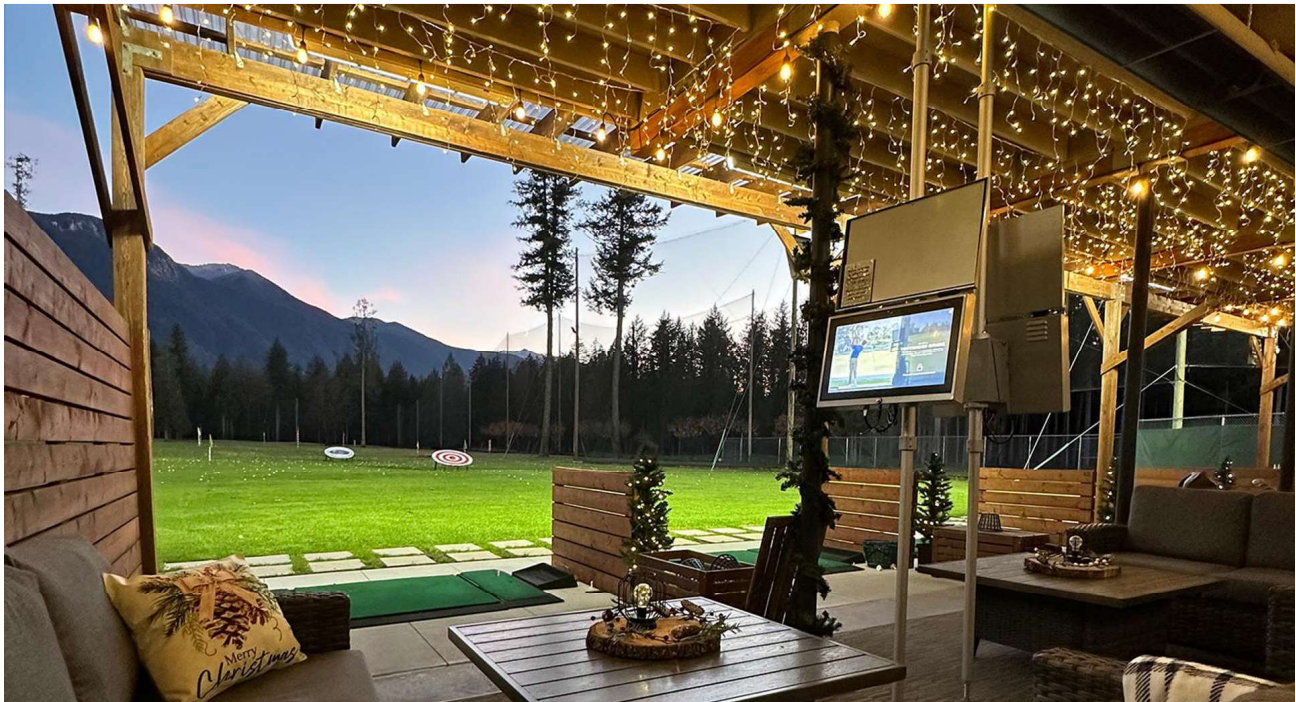
TAMARACK GOLF
MANAGEMENT LLC



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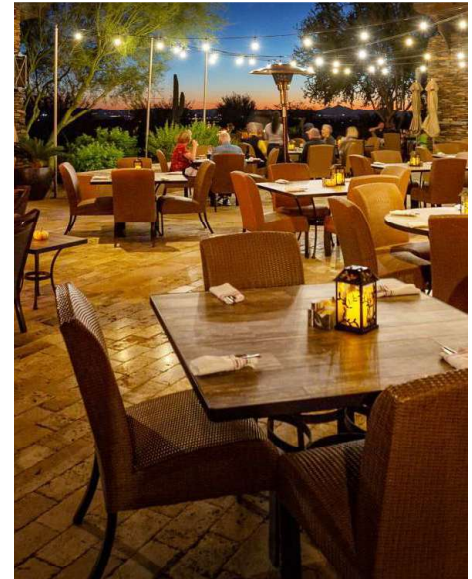
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THE PRESERVE AT FOREST LAKE | DRIVING RANGE
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THE PRESERVE AT FOREST LAKE | HOTEL/ DINING
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